The Solicitors' Journal.

LONDON, JULY 18, 1863.

The Crown Solicitor in Bankruptcy and his emoluments have again received the attentions of Mr. Cox, M.P. We are not surprised at his being dissatisfied with the information which the Solicitor-General gave him last week, although so far as it went it was no doubt correct. Its fault lay in its deficiency. Any person reading the explanation of Sir Roundell Palmer would suppose that the appointment of Mr. Aldridge in the Court of Bankruptcy (whatever it may be called) is now worth £1,200 a-year, as a maximum. As a matter of fact, however, this represents but one item in a large sum total. It is only the reduced official income, which he now receives in respect of petitions *in formâ pauperis*. But another very large source of emolument which he derives by virtue of a general order is his official appointment of assignee in all cases in which an assignee is not chosen by the creditors at their first meeting. We believe he is entitled to receive a fee of 25s. upon every adjournment in all these cases, and it is commonly rumoured that adjournments of late have become so frequent that Mr. Aldridge must derive a very large income from this source alone. It is also said that a notable alteration in the current of pauper business has taken place since Mr. Aldridge obtained his official appointment, and that statistical returns from the Court—which by-the-bye, Mr. Murray, M.P., has hitherto found it impossible to obtain—will show that whereas before Mr. Aldridge's appointment, pauper petitioners had great difficulty in obtaining exemption from the stamp duty of £5 payable to the Court on each petition, there is now undue facility in this respect, and that the interests of the person appointed to protect the revenue of the Court are not quite consistent with his duty. Another very decided objection to Mr. Aldridge's position arises from his being allowed to practise as a private solicitor at the same time that he receives so large an income as a public official. To say the least of it, such a position gives him undue advantages over less favoured competitors. We believe, indeed, that nothing but the personal regard which is generally entertained for Mr. Aldridge himself has prevented a strong protest to the Lord Chancellor or to Parliament on this point. Matters, however, will not be allowed long to remain as they are, and whenever Parliament is put in full possession of all the facts, which will be sooner or later unless some change is made, it will probably be disposed to yield less favourable terms than would now obtain general acquiescence. In these observations we desire to be understood as saying nothing against Mr. Aldridge himself. He has always held a high position in the profession, and had the general respect and confidence of its members. We have not the remotest intention of attributing to him any disregard of his duty, or any indifference to the well-being of the Court of which he is so important an officer. We speak only of what have been the necessary results of the present system. Personally, a better selection for the office could not have been made. None certainly could have been more popular. The fault is in the scheme, which experience has shown to be as injurious to the Court and the public, as it has been profitable to Mr. Aldridge, and even more so.

Mr. Scholefield's Partnership Law Amendment Bill, at present before Parliament, bids fair to remedy a great defect in our commercial code. There is no principle of political economy which an enlightened system of jurisprudence should more carefully observe and protect than the complete freedom of contract. It is, indeed, sometimes necessary for Government to interfere in cases of private contracts, where these relate to some public interest which a regard to private ends might not sufficiently subserve, or where private enterprise is already shackled, either by past legislative enactments or judicial decisions. Intervention of this description is not bureaucratic, but is, on the contrary, necessary to obviate the effects of previous unnecessary intervention. The present bill is intended to repeal the common law, or rather, the judge-made rule that any participation in profits, either gross or net, renders the recipient a partner in respect of third parties, notwithstanding any stipulations between him and the other parties to the contrary: *Beckham* v. *Drake*, 9 M. & W. 79; *Ex parte Rowlandson*, 1 Rose 89. Mr. Scholefield's measure is intended to legalise partnerships *en commandite*. These consist of two classes of members—the registered and unregistered. The former are under the old law of unlimited liability, and are responsible to the creditors of the firm for the full amount of its defalcations. The unregistered members consist of persons who lend money to the firm, who give, in return for its use, a per-centage varying with the profits. On the bankruptcy of the concern, the limited partners are not to be repaid their loans to the firm until all the other creditors shall have been first paid off, and their liability to the amount of their loans to the firm continues for twelve months after a bankruptcy. The reason of requiring at least some of the members of a firm to be subject to a general liability appears to be attributable to the impression that, if no member was liable to the full extent of his property, he would be likely to indulge in reckless over-trading. We have no hesitation, however, in saying that the principle of limited liability is, in all its commercial bearings, most sound, and that any restriction upon its free operation is impolitic, unnecessary, and in fact wholly inoperative. If A. and B. are the registered members of a firm *en commandite*, and are consequently liable as general partners, but happen to be men of straw, of what value is their unlimited liability to the creditors of the firm. It is not desirable that the Legislature should show a paternal solicitude which cannot be of any real service to those it is intended to benefit. *Caveat creditor* is, in fact, as sound a maxim as *caveat emptor*. The present bill, however, is as large an instalment of reform in this department of commercial jurisprudence as we expect for a long time to see carried into effect. How inconvenient the rule in *Beckham* v. *Drake* (*ubi sup.*) was may be inferred from the doctrine that although every compensation for money that was regulated according to the rate of profit realised by the borrower rendered the lender liable as a partner to third parties, yet an equivalent in the shape of a per-centage or salary, though varying with the profits, escaped the liability (*Ex parte Hamper*, 17 Ves. 403; *Pott* v. *Eyton*, 3 C. B. 32).

The state of our courts of justice was the occasion, on the 10th instant, of an animated discussion in the House of Commons. Mr. Montague Smith opened the debate by calling attention to the fact that Mr. Justice Mellor was obliged to suspend the sittings of the second Queen's Bench Court at Guildhall. There was, consequently, no second Court of Queen's Bench for a great portion of the last sittings, and as a result of this there has been a great addition to the arrear of causes. It is scarcely necessary for us to draw attention to the disgraceful condition in which all our law and equity courts have been for so many years. The inconveniences resulting from such a state of things need not be enumerated by us, for they have been long felt by all who have had occasion to attend the courts, either professionally, or as suitors, witnesses, or jurors. The defects of the courts are not only owing to inconvenience of arrangement, but also to want of space. Of the courts at Westminster, the Queen's Bench and Exchequer are alone at all suitable for the purposes for which they were intended. The Bail Court and the

Court of Exchequer Chamber have but one entrance, and are wholly unworthy of the name of courts. The condition of the courts in the city is on a par with that of the tribunals at Westminster. Six courts are now required in the city, because each of the superior courts has two branches. At Guildhall there are only two, or at most three, courts fit for judicial purposes. The two new courts are very inconveniently, not to say grotesquely, arranged, as they have glass roofs, which render them intolerable in hot weather. It was in one of these that Mr. Justice Mellor found it impossible to proceed with the sittings. Neither at Westminster nor in the city are there any waiting rooms or retiring places for witnesses, nor is there any accommodation for the Bar. The gloomy aspect of the exterior and interior of our courts of law is, however, eclipsed by the utterly mean and disgraceful condition of the Vice-Chancellors' courts. They are hardly fit to be magistrates courts, much less courts of chancery. At all times inconvenient, their defects have been multiplied since they have been turned by recent legislation into Nisi Prius courts. There is no room in them for a jury-box; no place for the jury to retire to consult regarding their verdict; no room for the bar or the solicitors; and no room, worthy of the name, for the judge. In fact our equity judges sit, not in courts, but in sheds that would be but sorry courts of justice for remote provincial towns. The courts at Westminster were never sufficiently ample for the purposes required of them, and Lord Erskine once called the Court of Common Pleas a hole in the wall. At present they are altogether inadequate for the transaction of the immense number of cases annually determined in them. Dublin and Edinburgh are much better off in this respect. The cause of our being left by Government to such wretched accommodation appears to be that the scheme for a palace of justice which was so nearly carried into effect last year has prevented attention from being directed towards the alleviation of some of the great evils we have enumerated. But surely the prospect of a splendid palace of justice rising, we fear very slowly, somewhere on the banks of the Thames within the next century, is no reason why we should meantime leave the profession and the public to flounder about the scanty rooms yclept courts of law and equity. It is a dangerous thing to set about repairing a liturgy, or to enter upon a partial repeal of various statutes; but there appears to be no insuperable obstacle to the construction of courts affording adequate accommodation for the judicial business of this great country.

WE ADVERTED LAST WEEK to the case of *Hunt* v. *Hunt*, before the House of Lords, where the Lord Chancellor (reversing the order of the Master of the Rolls) granted an injunction restraining the husband from suing in the Divorce Court in violation of a deed whereby both the married parties mutually undertook "not to molest each other, or sue for restitution of conjugal rights." The House of Lords has required the judges to deliver their opinion on the following questions:—

1. By deed between the husband of the first part, the wife of the second part, and trustees of the third part, it is witnessed that, in pursuance of an agreement that the husband and wife have, by reason only of incompatibility of temper, agreed to live separate, and that the trustees have agreed to indemnify the husband against the debts and maintenance of the wife, the husband covenants with the trustees that he will permit his wife to live separate and apart, and that he will not molest or sue her for restitution of conjugal rights, and the trustees covenant with the husband that they will indemnify him against the debts and maintenance of the wife, and that she shall not molest or sue him for restitution of conjugal rights. Is this deed valid at law?

2. Is the covenant by Mr. Hunt with the trustees, that it shall be lawful for Mrs. Hunt, from time to time, and at all times hereafter, to live separate and apart from him, in such sort and manner as if she were sole and unmarried, and that he shall not nor will compel, nor endeavour to compel her, to cohabit or live with him, by any legal proceeding, or otherwise howsoever, a valid and legal covenant?

3. Is the covenant by the trustees with Mr. Hunt, that Mrs. Aunt shall not molest, or compel or endeavour to compel him to cohabit or live with her, by any legal proceeding, a valid legal covenant, on which, in the event of a suit being instituted by Mrs. Hunt for restitution of conjugal rights, an action might be brought by the husband and damages recovered?

4. In the event of Mr. Hunt suing in the Court for Divorce and Matrimonial Causes for restitution of conjugal rights, would the right of the trustees to recover damages be affected by the proviso that in case of the breach of any of his covenants Mr. Hunt would pay to the trustees the sum of £100, as and by way of liquidated damages, and that the £100 should be settled on the wife for her separate use?

5 Would a decree for restitution of conjugal rights, obtained by the husband or the wife, put an end to and annul the deed of separation?

6. After a decree for restitution of conjugal rights obtained by the husband, the wife having been compelled to return into a state of cohabitation, could an action for breach of covenant be maintained by the trustees against the husband?

7. Suppose the appellant to have obtained a decree for restitution, and to take the usual steps to put such decree in execution, could the trustees maintain, from time to time, actions against the appellant upon his covenant that he would not compel, or endeavour to compel, his wife to cohabit or live with him, by any legal proceeding or proceedings, or otherwise howsoever?

IT IS TRULY SURPRISING that from the earliest times down to the present no attempt whatever has been made by any State to draw up a code of international law and have it accepted by all the leading powers. And yet, founded as international law to a great extent is upon the first and immutable principles of the moral law, the realization of an international code does not appear to be in the least Utopian. The cause of the juristical vacuum mentioned is to be found, we think, not in the prevalence of any opinion of its impracticability, but in the fact that during war no such scheme is feasible ("*silent inter arma leges*"), and during peace nations seldom make preparations for war. Of the difficulties daily arising from the almost complete want of any international code we need not offer any examples. But what is often overlooked is the impossibility of settling our private maritime code while all the boundaries of public law are left in their present confused state. As an instance of this necessary defect in our municipal law, we may refer to the ease with which the Foreign Enlistment Act may be evaded. A memorial was recently presented to Earl Russell from some of the leading shipowners of Liverpool suggesting alterations in that Act so as to give greater power to the executive in order to enable them to prevent the construction in British ports of ships destined for the use of belligerents. The memorial also suggested the advisability of getting a similar Act adopted by foreign countries, which otherwise may, in case England was at war, connive at the fitting out of ships of war by our enemies in neutral ports. The memorialists express an opinion that such a privilege, if it comes to be regarded as a belligerent right, would militate most against leading naval States, and tend to transfer to neutral flags that portion of the sea carrying trade now enjoyed by the memorialists and other British shipowners. In the mercantile soundness of these positions we do not mean to express any concurrence. But we certainly see no insuperable difficulty to the speedy acceptance by all the great powers of a certain number of resolutions similar to those adopted by the Paris Congress of 1856, which would lead to some diminution of the existing number of puzzles in maritime public law, and to the possibility of an enforcement of our private maritime code.

THERE IS A BILL at present before Parliament for testing chains and anchors. When will some Parliamentary philanthropist have the long-mooted Act

passed that no herrings are to be eaten until all the bones are first carefully picked out. Why pass an Act securing the traveller by sea from perils arising from bad chains and anchors, while the whole voyage abounds with other perils which are almost innumerable. Bad sails spars and rigging as well as bad chains and anchors, often lead to a wreck; in fact a thousand such things may do so. The interest of the shipowner, however, is our protection against his using bad sails and spars, and a regard to his interest may likewise be safely deemed adequate to provide for all marine contingencies. There is, we think, every reason to believe that our merchant shipping laws, no less than our patent code, are already sufficiently, not to say unnecessarily, paternal and bureaucratic. There is a bill (introduced by Mr. Paull) at present before Parliament intended to preserve small birds from the destruction to which they are at present exposed at the hands of the farmers. This is another specimen of paternal legislation which can never be of much use, and if it came into operation would probably produce some curious results in cases which it was never intended to touch. No member of Parliament should be allowed to introduce a bill until he had "passed" a preliminary examination on the "province of legislation."

THE DIFFERENT RESULTS of the convict system in Ireland when compared with the unhappy effects of the corresponding English system have latterly excited a good deal of attention. The difference must be attributed to the better practical management of the Irish branch, both systems having been established by the same statute. The actual difference in the carrying out of the two systems, however, is very great. The Irish convict is more hardly treated and gets no remission of his sentence, except by positive merit on his own part. Notwithstanding so stringent a code, only 12·44 per cent. on a gross total of 4,900 discharged criminals have returned to the convict prisons during a period of seven years. The report of the commissioners recently appointed to investigate the matter recommended the adoption of the Irish method, and accordingly suggests supervision in the earlier stages, reduced diet, monotonous labour, the mark system, by which the merit of the applicant is denoted, the supervision of convicts, with the enforcement of the conditions endorsed on the licence, a better classification of the prisoners, and employment more suited to the advanced classes. The report does not recommend the adoption of intermediate prisons—perhaps because it recommends transportation to Western Australia, which appears to be intended thus to serve the purpose of a great intermediate prison. On the vexed question of transportation we do not now propose to offer any comments. We merely direct our readers' attention to the report of the commissioners, which strikingly exemplifies the saying of the poet—

"Whate'er is best administered is best."

THE ROUPELL CASE came on for trial on Thursday at Chelmsford. It is an action of ejectment, brought by Mr. Richard Roupell against Messrs. Hawes and others, the mortagees in possession of the valuable estate in Essex belonging to Mr. Roupell, called the Great Warley Estate. Mr. Roupell, the self-convicted forger, was brought up by *habeas corpus*, and put in the witness-box. By far the more important case as to the value of the property, whatever may be the result of this trial, will take place at the ensuing Croydon Assizes, in the action brought by Mr. Richard Roupell against the Equitable Insurance Office, for the recovery of the extensive property called "The Roupell Park Estate," at Streatham, and in which the same learned counsel are engaged. The case will be tried before a special jury in the second week in August.

THE ASSIMILATION OF THE LAW OF EVIDENCE in England and Ireland is, strange to say, as yet a desideratum. A person was lately tried in Ireland for sending a threatening letter. In that country proof of writing may be offered by means of a comparison of various specimens; in England the rule, as our readers are aware, applies only to civil matters. In Ireland it applies to both civil and criminal cases. The Solicitor-General recently, in his place in the House of Commons, in reply to a query from Mr. Whiteside on the matter, expressed a hope that this anomaly of English law would be soon removed. The rules of evidence ought, no doubt (where the maxim *nemo seipsum criminare cogetur* does not apply), to be the same in civil and criminal cases. The existence of the anomaly referred to, however, is not surprising, for a single false criminal charge can be plausibly made with much greater facility than an unfounded civil demand.

THE "TIMES" of the 13th inst. contains a somewhat humorous article on the recent Cremorne riots, concluding with some lacrymose sentiments on present times and morals, and with no slight expression of alarm for the safety of London society in general. The case may remind one of the story of "Brown, Jones, and Robinson," or of the numerous cases in which juries have for example's sake found various articles of jewellery to be necessaries for a young spendthrift who had contracted more debt than he was able to pay. But whether the punishment which the rioters have received was or was not greater than the offence, is not, perhaps, worth discussing, especially as their conduct deserves no slight censure. But at the same time we doubt whether their acts, disorderly as they were, really constituted a riot in the legal sense of that term. A riot is in act what a conspiracy is in design. It implies a concerted tumult, and consequently a harmony of intent between more persons than one. But if A. breaks a bottle on the east boundary of Cremorne Gardens, and B. at the same time beats a policeman with a slight cane at the west end of the gardens, it does not follow that A. and B. are guilty of a riot, although, no doubt, they are liable to all the penalties of trespass and assault. The offenders in the present case were found guilty of a riot, although there was certainly no proof of concert amongst them, unless the harmony of the discord amounted to such.

IT APPEARS that the consolidation of the Irish statutes is about being attempted under the direction of the Irish Attorney-General, and that two learned gentlemen are already actually at the work. *Cui bono* may we ask in respect of their labours? Are they proceeding in the same track with Messrs. Reilly & Wood, or in a different direction. We do not require various specimens of consolidation. And we are altogether at a loss to learn what special characteristics belong so distinctively to Irish law that it could not be comprised under the general consolidation of the British statutes now in progress. Some few peculiar Irish laws, no doubt, might still require to be preserved in their integrity. But such exceptional cases are not only in point of principle unconnected with any process of consolidation, but present *ex naturâ rei* inherent impediments to a general fusion of statutes. Such portions of Irish statute law as admit of being consolidated ought of course to be included in the English scheme now in progress, and not be dealt with by a distinct body of law revisers.

THE BILL now before Parliament for enabling her Majesty in Council to make an alteration in the circuits of the judges, will be found at length elsewhere in our columns. The Solicitor-General, in answer to a question from Mr. Hadfield on Monday evening last, stated he hoped the measure would be passed this session, and that there was no intention of increasing the number of the judges.

THE CITY REMEMBRANCERSHIP has become vacant by the retirement, from ill health and advanced age, of Mr.

Edward Tyrrell, after a service of more than half a century. He was brother of Mr. T. Tyrrell, the well-known solicitor of the firm of Messrs. Tyrrell, Paine, & Layton. His father held the appointment, and he was trained to the duties in early life under his superintendence. The emoluments of the office vary considerably. Last year or the year before the net income amounted to £1,250, but in some years it has far exceeded that sum. The duties are somewhat hybrid in their character, being partly legal and partly ceremonial. The remembrancer is required to be in daily attendance at the Houses of Parliament during session, to examine all bills and proceedings of the Houses of Lords and Commons, and to report to the corporation on such as may be likely to affect the interest or privileges of the city. He is also charged with certain functions having regard to ceremonial observances in the corporation. He has, for instance, to assist all committees appointed in respect to public entertainments given to royal and illustrious personages, and on other public occasions, in the Guildhall; to attend personally, and to invite the members of the Royal Family and great officers of State; to send invitations to all persons of distinction whose presence may be deemed desirable at the entertainment, and to arrange the company on the hustings and in other parts of the hall. His other duties are to transact the business of the corporation, as solicitor in Parliament, and at the Council or Treasury Boards. The emoluments of the office are derived from three sources,—a salary of £700 a year; secondly, from business transacted as solicitor in Parliament, and otherwise relating to the concerns of the corporation; and, thirdly, from business relating to parliamentary and other funds committed to their care. The emoluments from both those branches of business during the nine years ending in 1831, after deducting the actual disbursements, amounted to £16,767 odd in the aggregate, or about £1,863 a year. The profits from these sources, however, vary very much, and the fixed salary of £700 is subject to certain annual expenses, which on one occasion went far to absorb it altogether. There is no official residence connected with the office, and at one time the holder of it complained that the corporation found him neither coals nor candles. Since the vacancy has occurred a reference has been made to a committee of the Common Council, who have the right of appointment, to consider whether the duties connected with it may not be amalgamated partly with those of the city solicitor, and partly with those of the town-clerk. At present there are two candidates for the vacant office, in the event of the proposed amalgamation falling through—Mr. Crosby, a solicitor of many years standing in the city; and Mr. Brandon, registrar of the Mayor's Court. Mr. Wellington Vallance, for some years, but not now, a member of the Common Council, and Mr. Oke, assistant-clerk at the Mansion-house, are also mentioned.

The Patent Law Commission held meetings on Wednesday and Thursday, the 8th and 9th inst., at which the Chairman, Lord Stanley, Lord Overstone, Sir W. Erle, Sir W. Page Wood, Mr. H. Waddington, Sir Hugh Cairns, Q.C., Mr. W. R. Grove, Q.C., Mr. W. E. Forster, M.P., and Mr. W. Fairbairn attended. The secretary, Mr. E. Lloyd, was also present.

Parliament, it is expected, will be prorogued on the 28th instant.

A cricket match was played at the Eton and Middlesex ground on this day week, between the articled clerks and pupils of Messrs. Gregory, Rowcliffe, & Rowcliffe, and those of Messrs. Field, Roscoe, Field, & Francis, which, after a good game, resulted in a victory for the latter. There not being time to finish the match, it was decided by the first innings. Score—Field & Co., 147 and 109, with four wickets to go down; Gregory & Co., 94. Mr. Rowcliffe generously provided refreshment for both parties. We understand that a return match will be played on the same ground on the afternoon of Saturday, the 25th inst. We shall be very glad to see this good example followed by other large offices, especially if the new matches include the general body of clerks, not merely because this pleasant exercise is conducive to health, but because such association promotes a good feeling which has useful effect in professional business. A profession which, beyond all others, excites a spirit of rivalry, requires more than all others these extraneous encouragements and aids to courtesy and harmony, and in this delightful summer weather a match of cricket furnishes about the most agreeable means to this desirable end.

VICE-CHANCELLOR STUART AND THE PRESS.

Vice-Chancellor Stuart has received all the satisfaction which a number of the most respectable and influential organs of the press could offer him for the stupid and blundering attack which was made upon him by the *Globe* and the *Daily Telegraph*, in reference to an interlocutory application in the case of *The Countess de la Seta* v. *Lord Vernon*. The reporter of the *Times*, who behaved like a gentleman in abstaining from giving publicity to the facts that transpired at a private hearing, has since published some observations upon the practice of the court in such cases, showing conclusively that the Vice-Chancellor not only had unquestionable jurisdiction to hear the application in private, but that he was bound by the settled practice of the court to do so where the application involved the status and reputation of infants who were wards of the court. This being so there was something very like a breach of duty and a contempt of court on the part of those journals that obtained and published surreptitious reports of what took place at the private hearing, or rather attempted to give an account of what so transpired from a perusal of the pleadings. There appears to be no doubt that every Court has the power to prevent publication of the proceedings in a cause during its pendency, and to punish those who disobey such an order; and there is at least an implied order of this kind whenever any court is cleared for the express purpose of preventing the publicity of its proceedings. It was settled by the case of *Macgregor* v. *Thwaites*, 3 B. & C. 24, that even a justice of the peace may, if he thinks fit, carry on in private any preliminary inquiry respecting an indictable offence, and that the publication of such proceedings would be unlawful. Indeed, it has always been considered clear law that while the proceedings of a Court sitting *foribus apertis* might be published if there were no interdict by the Court to the contrary, on the other hand what takes place before a judge sitting in private ought not to be published, even if there were any fair or open means of obtaining a report. The practice of respectable journals has therefore hitherto been in accordance with this view, and it is only of late that there has been an attempt on the part of one or two metropolitan newspapers to set at defiance the rule of the court, and also an usage which has so much to commend it that all reasonable men are in favour of it.

There is also another view of the matter which ought not to be overlooked by too eager journalists. They are no doubt privileged, as Chief Justice Tindal expressed it in *Sanders* v. *Mills*, 6 Bing. 218, to "publish fairly what passes in Court," but no further. They are not privileged in reporting what passes before the judge sitting in private, and at all events they stand upon very dangerous ground when they report any legal proceedings of a preliminary or *ex parte* character, especially where the account published is highly coloured, and the journalist adds comments of his own, reflecting upon the character of any of the parties. If we are not mistaken, the *Daily Telegraph* itself ought already to be familiar with the law upon this subject. The whole question of the publication of *ex parte* statements and of preliminary pro-

ceedings, was discussed largely in *Duncan* v. *Thwaites*, 3 B. & C. 556, and in *Lewis* v. *Levy*, 27 L. J. Q. B. 289; and it is now certain law that the report of a preliminary examination before a magistrate is unlawful, where the party accused has been committed or held to bail for an indictable offence,—if there be "either vituperative comments accompanying the statement of the evidence, or some aggravation attending the publication of the report, or some peril which was likely to be caused to the person complaining of it." We leave it to the individuals who have a right to complain of the highly coloured and somewhat vituperative reports of Lord Vernon's case to vindicate their own private rights in this matter, although it is not outside our province to touch upon the legal aspects of such a question. Our more immediate concern, however, has been the gross and persistent misrepresentation and calumny which have been brought to bear in these reports, and the articles founded upon them, against the Vice-Chancellor and the court of which he is a judge. The elaborate account which appeared in the *Globe*, full as it was of ridiculous blunders about the procedure of the Court, obtained a wide circulation, without a word of contradiction or comment, in newspapers that ought to have been put upon their guard by the internal evidence of absurdity which it afforded. No person who was at all conversant with law could have read the statements which it contained without seeing that it was the production of ignorance or malice, for no one could have written it who was not grossly ignorant of the procedure of our courts—unless, indeed, it was intended to serve some personal purpose. Yet, strange to say, statements such as this commonly obtain a surprisingly wide currency in the press, and all the more readily when they are accompanied by an attack upon a judge. In this case the attack was so scandalously unfair and unreasonable that several of the more respectable journalists have felt bound for the sake of their order to disabuse the public mind, and to make amends for the injustice of some of the reckless members of their fraternity. It not unfrequently happens, however, that the law and its professors suffer like injustice without similar reparation, and it is therefore all the more clearly the duty of a legal journal not to permit such occasions to pass without notice. When, a week ago, we took some pains to show the true character of the attacks which were made upon Vice-Chancellor Stuart and the Court of Chancery, we hardly expected such a coincidence of opinion amongst the leading journals of the metropolis, or such a speedy and forcible expression of their views as we have since seen. It is impossible for us to notice the several articles which have appeared on the subject in reprobation of the course adopted by the two metropolitan journals in question. The *Times*, however, in an article characterised by the usual ability of its writers, makes some observations which our readers will be glad to have transferred to our columns.

After a short account of the facts of the case, the writer observes—

> It is unfortunate that the merits of this very simple matter should have been obscured by a misapprehension of the course pursued by Vice-Chancellor Stuart. It is the practice of the Court of Chancery to allow certain cases to be heard in private. Among these are applications respecting family disputes, and those which affect the status or reputation of wards of the Court. Into the wisdom of this rule it would be idle to enter; it is enough that it exists, and that Vice-Chancellor Stuart acted in accordance with it. Not only does it exist, but it appears from one of the precedents cited that whereas cases relating to family disputes can only be kept private by the consent of the counsel on both sides, those which might compromise wards of the Court may be properly so reserved although one of the parties should withhold his consent. Therefore, even if the Vice-Chancellor had overruled the objections of Mr. Malins, representing the Countess, and ordered the Court to be cleared on his own authority, he would have been entitled to the credit of having acted according to recognised usage and to the best of his judgment. Such, however, was not the fact. It is true that Mr. Malins at first objected, but upon being assured that the request was made to shelter the interests and reputation of the three young ladies, and not to screen Lord Vernon, he yielded the point, and expressly gave his consent. In fact, it was not from Mr. Bacon, Lord Vernon's counsel, but from Mr. Greene, the counsel for the infants, that it originally proceeded. This ought to have been more than enough to protect the judge from imputations which should never be lightly made against any one holding the judicial office. If a bench of magistrates were to adjourn the trial of a game law case into a private room, the first principles of criminal justice would be so flagrantly violated that charity itself could suggest but one motive for it. A motion before an equity judge concerning family matters is a totally different thing, and "justice with closed doors," however undesirable in the abstract, is far from implying corruption or partiality. Those who make such insinuations are at least bound to acquaint themselves with chancery practice, and to take care that they have *primâ facie* grounds for hazarding so odious a charge. Had they made but a little inquiry, they would not only have learnt their mistake on this elementary point, but would have perceived that Lord Vernon himself had nothing to gain by secrecy. The moment the name of the mysterious nobleman became known, as it very soon was, it was much better for him that the whole truth should come out. His offence was of a kind which society easily—perhaps too easily—forgives, especially after the lapse of twenty years, while his subsequent conduct was sure to be commended as honourable, and even generous. Righteous indignation is too precious to be wasted. There are still abundant occasions for just exposure and honest invective without inventing or exaggerating facts. When men in high places prostitute their rank or office for the sake of gain or influence, or out of the mere love of jobbery, by all means let them stand in the pillory of public opinion and point a moral for popular satirists. But let us take care not to make such charges too cheap, lest they fail of their due effect when they are really deserved. Noblemen are sometimes guilty of scandalous misconduct, no doubt, but as a class they are very like other people in their virtues and vices—neither much better nor much worse. Strange as it may sound to some credulous persons, it does not necessarily follow that when they are parties to a suit they must be on the wrong side. Still less is it to be taken for granted that the judges are in league with the aristocracy, and would be ready to forfeit the respect of all their countrymen for the chance of obliging some "lord," whose favour, in nine cases out of ten, would not be worth the seeking.

Since the foregoing observations were in type, Mr. Harvey Lewis, M.P., has addressed a question to the Government on the subject of the "language and demeanour of the Vice-Chancellor Stuart to counsel," and he has obtained the answer to which he was entitled. If any member of Parliament connected with the profession, or of sufficient position on either side of the house, could have been induced to do what Mr. H. Lewis has done, the matter would be deserving of larger comment than we now consider necessary to bestow upon it. It is not very surprising, however, that a member for a metropolitan constituency should be willing to become the champion of a popular and powerful newspaper in such a controversy. But it is certainly to be regretted that any member of the Legislature should lend himself so easily to what must be regarded as a systematic and unfair attempt to lower the reputation and prejudice the position of a most honourable and upright judge. Nor has the Equity Bar fallen so low or so entirely lost its independence as to be unable to protect itself against improper or discourteous treatment on the part of any judge, however distinguished, and it assuredly does not for this purpose require the assistance of any metropolitan representative. If we knew nothing, therefore, of the particular occasion in question, there would be the strongest presumption that the interference of Mr. H. Lewis was unnecessary and uncalled-for. But we are not dependent upon any such presumptions, and we believe that we give expression to the general feeling on the subject amongst those whose acquaintance with the Equity courts enables them to form an opinion, when we say that Vice-Chancellor Stuart has always treated the Bar, and all other persons who come before him in his judicial capacity, with courtesy and good nature,

although sometimes with an impetuosity and frankness which are often characteristic of a high sense of honour and a manly nature. Perhaps it is to be regretted that he did not continue to treat the attacks made upon him with the silent contempt which they deserved, or that some of the counsel engaged in the case should have insisted in maintaining a colloquy which was open to misconception. But the members of both branches of the profession who practise before Vice-Chancellor Stuart so thoroughly understand and appreciate his manner and bearing as not to be misled by any expressions that fell from him under the excitement of gross provocation, and that were manifestly intended, not for the counsel or solicitors engaged in the cause, but for those persons who surreptitiously obtained information which the Court intended not to have been made public. The answer of the Solicitor-General, on Thursday evening only gave expression to what is the general feeling on the subject.

THE NEW "CLAUSES CONSOLIDATION" BILLS.

SECOND NOTICE.

We proceed with the details of the Companies and Railways Clauses Bills, commencing with the former. The bills, together with the third measure—the Waterworks Clauses Bill—have now been read a second time, considered in committee, and reported in the Commons.

THE COMPANIES CLAUSES BILL.

The 1st part of the Act is to apply to every company incorporated either before or after the passing of the Act which obtains a special Act incorporating this part. Power is given to the company after a share has been declared forfeited under the Companies Clauses Act, 1845, or the Scotch Act, if the directors are unable to sell the share for a sum equal to the arrears of calls, and interest, and expenses, to resolve that the share, instead of being sold, shall be cancelled. The cancellation is not to affect the liability of the last registered holder of the share to pay the arrears, and interest, and expenses due at the time of the cancellation; but the value of the share is to be deducted from such payment; and by payment before the resolution for cancellation the share may be saved. Where any share is declared forfeited, or any sum remains unpaid on it, the company, with the holder's consent, and the sanction of a meeting, may resolve that the share be cancelled, and thereupon all liabilities and rights with respect to it will be extinguished. The company may accept surrenders of shares not fully paid up; but is not to pay or refund to a shareholder any money in respect of the cancellation or surrender. In lieu of cancelled or surrendered shares the company may issue new shares.

Under part II, Additional Capital, any such company as above-mentioned, if authorised by a special Act hereafter to be passed, incorporating this part of this Act, to raise any additional sum by new shares or new stock, or (at the company's option) by either, may, with the sanction of the prescribed number of votes, otherwise of three-fifths, issue such new shares of such nominal amount, and subject to the payment of calls as the company thinks fit, or such new stock as the company thinks fit. If the additional sum is to be raised by preference shares or preference stock, or (at the company's option) by either, the company, with the like sanction, may issue such new shares or stock, either ordinary or preference, and either of one class with like privileges, or of several classes with different privileges, and of the same or different amounts, and with any fixed, fluctuating, contingent, preferential, perpetual, terminable, or other dividend, not exceeding the rate prescribed, otherwise at the rate of £5 per cent., and with or without any other special privileges, and subject as to any such new shares to calls as the company thinks fit; provided that any such preference shall not affect any preference under any previous special Act, or which may be otherwise lawfully subsisting. The company may subject such preference shares or preference stock to conditions for the company's afterwards issuing with the like privileges and preference any other new shares or stock, so that the whole may form one class of the company's capital. The preference shares or preference stock are or is to be entitled to the preferential dividend out of the profits of each year, in priority to the ordinary shares and stock of the company; but if in any year there are not profits available, the deficiency is not to be made good out of the profits of any subsequent year, or any other funds of the company. If the company determines not to issue the whole of the new shares or stock it may cancel the unissued part. If the ordinary shares or stock are or is at a premium, the new shall be of such amount as will conveniently allow of apportionment among the ordinary holders, and shall be offered to them at par. The offer is to be made by letter posted. If a share or stock holder fails within the prescribed time, otherwise within one month, to signify his acceptance, he is to be deemed to have declined the offer, unless he be abroad, or there be any other cause, when the directors may permit him to accept, though the time has elapsed. Subject to these provisions, the directors may dispose of the new shares or stock as they think advantageous, so that not less than the nominal amount of any share or portion of stock be paid in respect of it.

By part III, headed Debenture Stock, the company, authorised in like manner, and with the sanction of the like proportion of votes, as before mentioned, may raise all or any of the money which for the time being it has raised or is authorised to raise on mortgage or bond, by the issue of debenture stock, instead of, and to the same amount as, or, if so agreed, in exchange for, the whole or any part of the money which may, for the time being, be owing on mortgage or bond, or which the company may have power to raise on mortgage or bond, with power to attach preferential interest to such stock. The debenture stock is to be a charge upon the undertaking, prior to all shares or stock, and be transmissible as other shares or stock, and in all other respects have the incidents of personal estate. The interest will have priority over all dividends or interest on shares or stock, whether ordinary, preference, or guaranteed, and rank next to the interest on mortgages or bonds; but the holders will not, as among themselves, be entitled to any priority. On default of payment of interest debenture holders of the prescribed amount, or otherwise of the amount mentioned in the bill, may require the appointment of a receiver, by application to two justices, or may proceed by action or suit. The debenture holders are to be registered, and the register is to be accessible for inspection and perusal at all reasonable times to every mortgagee, bond holder, debenture stock holder, shareholder, and stock holder of the company, without the payment of any fee. The rights of mortgage and bond holders are saved. Debenture stock will not entitle the holders to vote, or confer any qualification, but in all respects not specially provided for will entitle the holders to the rights and powers of mortgagees, except the right to require repayment of the principal. The money raised by debenture is to be applied in paying off mortgages or bonds, or for the purposes for which the money would be applicable if raised by mortgage or bond. Distinct accounts are to be kept, showing how much has been received on account of debenture stock and how much borrowed on mortgage or bond, or which the company has power so to borrow, has been paid off by debenture stock instead of being borrowed on mortgage or bond. The powers of borrowing and re-borrowing shall, to the extent of the money raised by debentures, be extinguished. This part of the Act is to apply to mortgage preference stock and funded debt.

Part IV.: Change of name. When by any special Act the name of a company shall be changed, the company, by its new name, may exercise all powers; and Acts

referring to it by its original name shall be interpreted in reference to the new name. Provision is also made against abatement of suits and invalidation of contracts and other matters, and necessity of averring the change; also for preserving the validity of matters done or incurred before the change.

EQUITY.

PRACTICE—SUSPENSION OF PART OF A DECREE PENDING AN APPEAL.

Portarlington v. *Damer*, V.C.K., 11 W. R. 869.

It is an established rule of the Court of Chancery that an order for rehearing or appeal does not of itself stay process. The Court, however, will order the suspension of a decree, where the object of the appeal might be lost by allowing the proceedings under the decree to be carried out. The only exceptions to the exercise of this protective function of the Court consist of cases in which the suspension of the decree would amount to a decision of the whole question. Thus, in the case of *The King of Spain* v. *Machado*, cited 1 M. & K. 85, Lord Brougham refused to suspend the operation of the order until the hearing of the appeal, although the effect of the order was to remove a stop placed on a large sum of money in the Court of Common Pleas, and to enable the defendant to receive it. Such a course, however, has seldom been pursued by the Court, at least without requiring the party obtaining possession of the fund to give security for its return when required. In the present case the Vice-Chancellor on motion directed the execution of an order for payment of money out of court to be suspended for a week, in order that the applicant should have time to lodge an appeal. The case deserves some notice as not being quite in harmony with the decision in *The King of Spain* v. *Machado*, *ubi sup.* It is, however, conformable to the usual practice of the Court, which we should be unwilling to see in the least infringed, so as to render the rights of an appellant less secure than they naturally ought to be. His Honour suspended only a part of the order intended to be appealed from. It need hardly be observed that such a partial suspension will not be allowed except where it will not materially prejudice the party benefitted by the order.

CHARTER-PARTY — DISBURSEMENTS BY AGENT.—Charter of a ship from London to San Francisco and Victoria, the goods to be brought to and taken from alongside at merchant's risk and expense, freight to be paid part on sailing, the residue, one moiety (if the captain so required) at each port of discharge, the ship to be consigned to charterers' agents at the port of discharge, and a stevedore recommended by charterers to be employed at ship's expense, and on usual charge. At San Francisco the agents incurred expenses in loading the cargo, a part of which were found by the jury to have been caused by the manner in which the cargo had been loaded by the stevedore in London, and in settling with the captain presented an account in which these and other expenses to a greater amount than the freight payable at San Francisco were set off against the residue of the freight due on the charter. The captain objected, but, on the agents threatening to arrest the ship, signed their account under protest.

Held, 1st, that even supposing that the stevedore in London was the servant of the charterers, and that they were liable to the owner for his negligence, yet the negligence of the stevedore in London was no answer to the claim of the agents at San Francisco for expenses properly incurred by them as agents for the owner. 2ndly, that such claim of the agents against the owner could not be set off against the freight payable to the owner by them on behalf of the charterers. 3rdly, that the signing of the account by the master, under the circumstances above detailed, did not amount to such an assent to treat the cross demand due to the agents as a payment of freight as to constitute a defence to an action for freight brought by the owner against the charterers.—*Roberts* v. *Shaw*, Q. B., 11 W. R. 829.

PROHIBITION—JURISDICTION OF THE DIVORCE COURT.—A prohibition will not be issued by the Court of Queen's Bench, on the application of a stranger, as a matter of right, but of discretion only. But a "party aggrieved" by an excess of jurisdiction on the part of another court may demand a prohibition *ex debito justitiæ*.

A decree *nisi* was made, on the petition of the husband, by the Judge Ordinary of the Court for Divorce and Matrimonial Causes, dissolving a marriage contracted in India, on account of adultery committed in England, and ordering the co-respondent to pay £5,000 damages, and the whole of the costs of the suit. Before the decree was made absolute the co-respondent applied to the Court of Queen's Bench for a prohibition, on the ground that the Judge Ordinary had no jurisdiction over an Indian marriage. Held, that whether the Judge Ordinary had exceeded his powers or not, the co-respondent, though he had been ordered to pay the whole of the costs of the suit, was not a "party aggrieved" in such a sense as to entitle him to the interference of the Court as a matter of right; and that the case was not one for their interference in the exercise of their discretion, the adultery having been proved, and damages properly awarded by the judge under 20 & 21 Vict. c. 87, s. 33.—*Foster* v. *Foster and Berridge*, Q. B., 11 W. R. 799.

REAL PROPERTY AND CONVEYANCING.

LIS PENDENS—WHEN IT OPERATES AS A CHARGE.

Bull v. *Hutchens*, M. R., 11 W. R. 866.

The protection of property during litigation is doubtless one of the most important functions of the Court of Chancery. It would be but a gloomy victory for a successful suitor which merely convinced him that he had right on his side, but that success like that of Pyrrhus, was in fact a disadvantage rather than a gain. To obviate such evils, the remedy by injunction was devised at an early period of the establishment of the court. The doctrine of *lis pendens*, which is a sub-division of the general doctrine of notice, has been likewise devised for the purpose of protecting property during suit. It applies to a suit at law as well as to one in equity; and therefore is almost unique in the extent of its protection. A *lis pendens*, however, to be available on the ground of notice, must be a *lis pendens* regarding the particular subject-matter of the suit. The reason of this rule will on a little consideration appear obvious. A decree after the determination of the suit is not constructive notice to persons not parties to it (*Worsley* v. *Earl of Scarborough*, 3 Atk. 392) But the Court of Chancery appears to have considered that a *lis pendens* could not but be ascertained by an intending purchaser who used reasonable diligence. There does not appear to us to have been sufficient equitable grounds (prior to 2 Vict. c. 11) for constituting a *lis pendens* notice more than a decree. But as by that Act a *lis pendens* may be registered, the registration may now very well be supposed to affect a purchaser with notice.

The principle, however, of the doctrine of *lis pendens* shows that, in order to render it available on the ground of notice, the suit must, even since the passing of the Act 2 Vict. c. 11, relate to a specific charge upon the particular property in question, and not merely to some collateral matter, however intimately connected with it. In *Reed* v. *Frier*, 13 L. J. Ch. 417, after a decree in an administration suit, the executors lent money forming part of their testator's estate on mortgage. The mortgagor, on paying off the debt, had to apply to the Court for leave to withdraw the deeds then lodged in court. It was held that he was entitled to the costs of the application. The principle assigned by the Court for its judgment was that he had no notice of the suit, and consequently should not be liable for any expense occasioned by

it. Another, and we venture to add a better, reason may be assigned for the ruling—viz., that the suit did not concern the mortgage specifically, but comprised the testator's whole estate in general. This was the reason assigned for the judgment in *Holt* v. *Dewell*, 4 Hare, 446, the facts of which were briefly as follows:—a testatrix bequeathed a sum of stock standing in the names of D. & L. as trustees to P., and appointed D. her executor. P. assigned all his estate to L. & H. in trust. P. afterwards mortgaged his legacy to the plaintiff, who gave notice thereof to D. The Court held that a suit instituted by the *cestuis que trust* under the deed to L. & H. did not give the plaintiff or the executor constructive notice of that instrument. The avowed ground of this decision was that the suit related to all the trusts of the deed, and not to the legacy in particular. An analogous rule to that of *lis pendens* is, we think, to be found in the old doctrine of equity, that a purchaser was not bound to see to the application of the purchase-money where there was a *general* charge of debts. So a *lis pendens* is not notice of every equity which arises in the course of a suit (*Shalcross* v. *Dixon*, 7 L. J. N. S. Ch. 180), nor of any equitable claim which one co-defendant may have against another: *Bellamy* v. *Sabine*, 6 W. R. 1. It is, we think, not an infrequent mistake for a legatee or a *cestui que trust* to institute a suit for the administration of the assets or the discharge of the trusts (as the case may be), register the suit as a *lis pendens*, and then rest satisfied that his claim cannot be neutralised by a sale to a purchaser *pendente lite*. How unfounded such an impression is we have already shown. We may repeat that in order to render a *lis pendens* a charge the suit must directly relate to the specific matter. The fact that other property is comprised in the suit will not, indeed, prevent the operation of a *lis pendens*, provided that it concerns all such property specifically. But the suit must concern the property sought to be so affected directly and immediately, and not remotely or in a general way. The judgment in the present case decides that even if a *lis pendens* do relate specifically to the subject-matter of a contract, yet that an intending purchaser must look into the suit, and ascertain whether the plaintiff claims to have already a specific charge. An order of the Court of Probate, even if registered, does not create any such charge on land, for the 1 Vict. c. 110, does not extend to such orders. Consequently, a *lis pendens* to raise the amount of such order does not create any charge on the land, The present case shows that the doctrine which requires that a *lis pendens*, in order to be operative, must relate specifically to the subject-matter sought to be charged is very strictly enforced, so that although a doubtful title is never forced by the Court on an unwilling purchaser, yet a *lis pendens* will not render the title doubtful so as to have this effect, unless the plaintiff's claim, even prior to a decree, constitutes a specific charge upon the land which is the subject-matter of the contract.

CONDITIONS OF SALE.

Steer v. *Crowley*, C. P., 11 W. R. 861.

What is a sufficient abstract is a question of degree in respect of which few or no general rules can be laid down. But although it is thus often hard to say what is an adequate abstract, or whether even an insufficient one might not be a virtual compliance with a condition to produce one within a specified time, it is a well settled general rule, both at law and in equity, that an abstract that is calculated to mislead is essentially defective and insufficient to support either a suit for a specific performance or an action at law. An omission to state a deed which materially affected the title, and the existence of which was not disclosed by anything contained in the abstract, was in the present case held to be fatal, as being calculated to mislead. The case is interesting, as it implies that an abstract is not essentially defective, provided it directly or indirectly disclose all material facts and deeds affecting the title. A total omission alone appears to be a defect which the courts will consider to have been calculated to mislead.

COMMON LAW.

CAUSA PROXIMA NON REMOTA SPECTATUR.

Ionides v. *The Universal Marine Insurance Company*, C. P., 11 W. R. 858.

This maxim admits of such an extensive application in the law of marine insurance, that it appears to admit of scarcely a single exception. In the present case a policy of insurance was effected on goods warranted "free of capture, seizure, and detention, and all the consequences thereof, and of any attempt thereat, and from all consequences of hostilities." The captain got out of his reckoning, and the vessel was lost off a cape where a light had been extinguished by the Confederate troops in order to mislead Federal ships. Part of the goods were got on shore by the troops and appropriated by them, and more might have been saved if the troops had not prevented it. The Court of Common Pleas held that the loss of the ship and consequent loss of a portion of the goods, was by peril of the sea, and not within the exception, and that the portion of the goods lost on shore was the consequence of hostilities. The first cause of the loss was the mistake of the captain; the second cause was the absence of the light. Its extinction by the Confederate troops the Court considered too remote a cause of the loss. The application of the maxim cited admits usually of much ratiocination. "If a person," observed Mr. Justice Byles, when delivering judgment, "throw himself into the Serpentine, and the drags are not forthcoming, and he is drowned, the absence of the drags is not the proximate cause of his being drowned." This reasoning does not appear to us to be satisfactory. If a hole is bored in a vessel and the water comes in that way and causes the vessel to sink, the hole, we think, might fairly be considered as the cause of the loss of the ship. A cause in law as well as in metaphysics implies active power distinct from natural or other agencies usually found in operation in respect of the effect in question. Consequently, as drags are usually near the Serpentine, their absence at a particular time could be properly deemed the cause of a death by drowning if such was owing to their absence. In the present case we should feel disposed to consider the wreck as owing, not to a peril of the seas, but to a consequence of hostilities. The removing of the light was as much the occasion of the loss of the ship as any other hostile act could by possibility be. It is negative indeed, but so is the taking away of human life. We own we are not satisfied with this portion of the judgment.

INTERROGATORIES.

Stern v. *Sevastopulo*, C. P., 11 W. R. 862.

It was held in *Moor* v. *Roberts*, 3 C. B. N. S. 830, 6 W. R. 297, that fishing interrogatories will not be allowed. In *Bartlett* v. *Lewis*, 31 L. J. C. P. 230, and *Zylinchlinski* v. *Maltby*, 10 C. B. N. S. 838, which are two leading cases upon this recently acquired branch of common law jurisdiction, there were definite facts to be inquired into. In the present case, which was one of slander, the interrogatories sought to be administered by the plaintiff to the defendant comprised the whole gist of the action. Their disallowal by the Court shows that interrogatories of so wide a nature will not be permitted to be exhibited. Such are not so much fishing interrogatories as attempts to dispose of issues without the intervention of a jury.

NEGLIGENCE—ESTOPPEL.

Swan v. *The North British Australasian Company (Limited)*, Ex. C., 11 W. R. 862.

In *Coles* v. *The Bank of England*, 10 A. & E. 437, the doctrine of negligence as applicable to negotiable instruments was held to be also applicable to deeds. In *Taylor* v. *The Great Indian Peninsula Railway Company*, 4 D. G. & J. 559, 7 W. R. 637, on the other hand, it was held that where transfers had been executed in blank as to certain shares, and the blanks had been fraudulently

filled up by the broker with shares not intended by the transferror, and the shares had been sold, the Lords Justices held that the transfer was void, and that the owner was entitled to have the shares delivered up. Negligence, except it be of the essence of the very act of transfer, will be deemed too remote from the transfer to constitute a defence for it if forged. In the present case the plaintiff, a registered holder of shares in a joint stock company in which the shares could only be transferred by deed, was induced by O., his broker, to entrust him with some forms of transfer. O., having stolen the certificates of the shares from a box of the plaintiff's, deposited at a bank for safe custody, feloniously filled up the blanks in some of the forms of transfer, and having forged the attestations delivered the transfers to *bonâ fide* purchasers for value. The Court held that the felony of the broker, and not the negligence of the plaintiff, was the cause of the transfer, and that consequently the plaintiff was still entitled to recover the dividends from the company. In the case of *The Bank of Ireland* v. *The Trustees of Evans' Charities*, 5 H. of L. Cas. 410, Parke, B., observed:—"If there was negligence in the custody of the seal it was very remotely connected with the act of transfer." It would appear that the doctrine in *Coles* v. *Bank of England, ubi. sup.*, is now overruled, and that negligence of the description referred to does not constitute a ground of estoppel except in the case of negotiable instruments. We may observe that even in cases under the Ship Registry Acts, although no claim would, as a general rule, be entertained either by a court of law or of equity in derogation of the rights of the party whose name was on the register, yet, if the transfer was wholly void at law as being forged, it was a sufficient defence to a claim under any of these Acts, although, being founded on principles of public policy, they were very strictly enforced.

Unreasonable Delay.

Hales v. *The London and North Western Railway Company*, Q. B., 11 W. R. 856.

It does not appear to have been yet judicially decided whether a railway company who undertake to transmit goods from one locality to another are bound to do so by a reasonably expeditious route, and for that purpose to convey them partly otherwise than by their own line, if that be unreasonably circuitous. In the present case a jury found that it was unreasonable for a railway company to carry goods wholly on their own line, which was a circuitous one. Mr. Justice Blackburn expressed a doubt regarding the validity of such a finding. It is certainly implied in such a finding that a railway company is to be held responsible for the discharge of the functions of general agents, and not merely of those appertaining to common carriers. It was even held in *Johnson* v. *The Midland Railway Company*, 4 Ex. 367, that such a company is not bound to carry every description of goods, and between all places on their line, but only such goods, and to and from such places, as they have publicly professed to do, and have convenience for that purpose. The rule thus laid down so broadly has, we think, been very properly narrowed in the present case, in which the Court of Queen's Bench have held that where no time is fixed by the contract between the parties, the obligation of a carrier is to carry goods delivered to him within a reasonable time, and that an unreasonable delay will not be justified by showing that the goods were carried according to his ordinary practice, and by his accustomed route, but in going by that route he must use reasonable diligence. This decision amounts to stating that the carrier's obligation, so far as it is independent of the special contract, is absolute, and not relative. This, we think, is the correct rule. The "ordinary practice" of railway companies in general would, no doubt, be evidence of a general usage of trade; but the ordinary practice of a particular company, if faulty in itself, and not disclosed by their time-tables, should not be an extenuation of any particular act of misconduct more than in the case of any other common carriers.

SUMMER ASSIZES.

Home Circuit.

HERTFORD.

July 11.—The commission was opened in this town on the 9th inst. by Mr. Baron Bramwell and Mr. Baron Channell. There were eleven causes entered for trial, three of which were marked for special juries. This was a rather large entry for the county of Herts.

(Before Mr. Baron Bramwell and a Special Jury).

July 13.—*Lee* v. *Dixon*.—This was a case of considerable general importance with reference to suitors for small sums. It was an action against an attorney, for bringing an action on behalf of his client in one of the superior courts instead of in the county court, thereby subjecting him to a large amount for costs upon his failure in the action.

The plaintiff is a cheesemonger, carrying on business at Russell-street, Covent-garden. In January, 1862, one Chippingdale brought the plaintiff a cheque of one Gregory for £45, and the plaintiff made an advance of £10 10s. upon it, on a written authority from Chippingdale to pay the cheque away, holding himself responsible for the balance. Next day, however, Gregory told the plaintiff, as the latter said, not to advance any more money upon the cheque; and the plaintiff in February instructed the defendant, as his attorney, to sue Gregory upon the cheque, as he said, for the £10 10s., but, as the defendant said, to recover the whole amount. Gregory carried on business in Bucklersbury, in the City, within the jurisdiction of the county court, the sheriff's court, and the Mayor's court. But the plaintiff gave no special instructions to sue in any inferior court, and the defendant brought the action in a superior court, and it was tried at Kingston at the spring assizes last year, and after a trial which lasted some time, but at which Chippingdale was not present, the jury found in favour of Gregory. The plaintiff therefore became liable for his costs, which came to about £80. The present action was in effect to recover these costs. There were two "counts" or causes of complaint—one for suing in the superior court instead of the sheriff's, where the costs would have been so much less; the second for negligence, in not having Chippingdale present as a witness. The latter, however, was abandoned.

The action was tried last Spring Assizes at Chelmsford before a common jury, when the jury found for the plaintiff—damages, £90; but the Court of Common Pleas, not being satisfied with the verdict, ordered a new trial, which now came on before a special jury.

The plaintiff was examined, and swore that he instructed the defendant to sue for the £10 10s., and never heard anything about it until he was told that the cause stood for trial at Kingston, when he said that he was surprised to hear it, and never meant to sue in the superior courts for such a small sum. On cross-examination, however, he admitted that he had heard the pleas read over to him, one of which charged him with taking the cheque fraudulently, and had also answered interrogatories.

The counsel for the defendant contended that the plaintiff had consented to the case being tried at Kingston, and that questions of law were likely to arise which could not be properly disposed of by an inferior court.

After the defendant and other witnesses had been called to contradict the statements of the plaintiff,

Baron Bramwell summed up, leaving it to the jury to say whether there had been negligence or not on the part of the defendant.

In a few minutes the jury returned a verdict for the defendant.

CHELMSFORD.

July 14.—The commission was opened in this town to-day by Barons Bramwell and Channell. Seven causes were entered for trial—five common, and two special jury causes.

(Before Mr. Baron Channell and a Special Jury.)

July 16.—*Roupell and Another* v. *Hawes and Another*.—This was an action to recover by writ of ejectment an estate at Great Warley, to which the plaintiff claimed to be entitled as heir-at-law of the late Mr. Roupell.

The defendants pleaded that they were legally in possession of the estate in question under a conveyance by William Roupell, the illegitimate son of the deceased, to whom it had passed by a deed of gift from his father, and the important question involved in the cause was whether this deed of gift was forged or a genuine instrument. The case on the part of the plaintiffs was that William Roupell had forged this deed, and

also a will by means of which he came into possession of the whole of his father's property. This he has since parted with, and the object of the present and other actions that are still pending is to recover back the estates from the parties who had purchased them, on the ground that William Roupell, who at the present time is under the sentence of penal servitude for life, became possessed of the property by forgery and fraud, and consequently had no legal title to convey it away. An action of a similar kind, it will be recollected, was disposed of at the last summer assizes at Guildford, but upon that occasion the defendant consented to compromise the matter, and agreed to pay the plaintiff half the estimated value of the estate that was the subject of the action. It is understood, however, that the defendants in the present action are determined not to come to any terms, but to take the opinion of a jury whether William Roupell is truly charging himself with forgery and fraud, or whether it is not merely a contrivance to regain possession of his late father's property for the benefit of the family, and this is the important question involved in the present proceedings.

The convict, William Roupell, was examined. His appearance created considerable sensation in court. He was not dressed in the prison garb, but the large beard and moustache exhibited by him on a previous occasion had been removed. He persists in his former statement that the deed in question was forged by him. During his examination the defendants' counsel took several technical objections to the evidence, and stated their intention in a cause like this to take every legal objection that could be taken.

The case is not yet concluded.

MIDLAND CIRCUIT.

OAKHAM.

July 10.—The commission was opened in this town to-day by Mr. Justice Williams; but there were neither causes nor prisoners for trial, and his Lordship was accordingly presented with a pair of white gloves by the sheriff.

NORTHAMPTON.

July 11.—The commission was opened in this town to-day by Mr. Justice Williams. There were only four causes entered for trial.

OXFORD CIRCUIT.

ABINGDON.

July 9.—The commission was opened in this town to-day by Mr. Justice Byles. Only three causes were entered for trial.

OXFORD.

July 11.—The commission was opened in this city to-day by Mr. Baron Martin.

WORCESTER.

July 15.—The commission was opened in this city to-day by Mr. Baron Martin. Twelve causes were entered for trial, three of which were marked for special juries.

NORTHERN CIRCUIT.

YORK.

July 7.—The commission was opened in this city to-day by Mr. Justice Blackburn and Mr. Justice Mellor. The West Riding cause list contained an entry of thirty-five causes, and the North and East Riding list an entry of eleven causes, being a total of forty-six causes; fourteen were marked for special juries.

WESTERN CIRCUIT.

WINCHESTER.

July 11.—The commission was opened in this town to-day by Mr. Justice Erle and Mr. Justice Willes. There were only eight cases entered for trial.

NISI PRIUS COURT.—(Before the Lord Chief Justice ERLE and a common Jury.)

July 13.—*Marves* v. *Sir Henry St. John Mildmay.*—This was an action brought by the plaintiff, a furniture dealer at Ryde, in the Isle of Wight, against the defendant, the late high sheriff of the county, to recover damages for a neglect of duty by his officers in not arresting one Sarah Williams, or, having arrested her, in allowing her to escape.

The facts were simple. Mrs. Williams took a house at Ryde, and ordered furniture of the plaintiff to the amount of £80, which was delivered at her house; she, however, neglected to pay for it, and an action was brought against her; she did not defend the action, and judgment was signed against her, and upon that an execution against her goods was issued; the officers of the sheriff went to seize the goods, but they were met by a Mr. St. Barbe Williams, who produced a bill of sale of the goods. Upon this a writ to take the person of Mrs. Williams was issued, and the officers again repaired to the house, but were then told that Mrs. Williams was very ill, and could not be removed, and a medical certificate to that effect was produced. The plaintiff was not satisfied with this, and sent his own medical attendant to see Mrs. Williams, and that gentleman, having seen her, certified that she could not be removed until the following day. In a day or two a young gentleman of the legal profession arrived from London; the officers remained on the premises, and, as they stated, they were kept rather short of supplies. However, the result was that Mrs. Williams and the young gentleman went away together, leaving the officers in possession of an empty cage. It was for this alleged neglect of the officers in allowing Mrs. Williams to escape that the action was brought.

These facts having been proved,

It was urged for the defendant that the officers had done all that could be expected of them; they were told that Mrs. Williams was ill, and they asked for a medical man, and he having seen her and given a certificate of her illness and of the impropriety of her being removed, the officers could not drag the poor woman out of her bed, but they remained on the premises, and the plaintiff approved their conduct. Out of abundant caution they went to another medical man, who, having seen Mrs. Williams, confirmed the opinion of the first gentleman who had seen her. The officers had confidence in the medical certificates, and therefore did not go to Mrs. Williams's room, but they watched the exits of the house, and how Mrs. Williams managed to get away they could not tell. As soon as the officers found that Mrs. Williams had gone away, they went to the plaintiff, who said it was an odd thing, but they were not to blame, as they had done all they could. It was urged that, as regarded damages, if the jury should find for the plaintiff he would only be entitled to such a sum as he might have got, for had the arrest taken place there would have been a bankruptcy, and there being many creditors the probability was that little or nothing would have been obtained.

The jury gave a verdict for the plaintiff, with £30 damages.

PARISH LAW.

METROPOLITAN LOCAL MANAGEMENT ACT (18 & 19 Vict. c. 120), ss. 180, 181.

Reg. v. *Ingham*, Q. B., 11 W. R. 855.

The Metropolitan Board of Works have, under this Act, two distinct sets of powers in respect of the levying of rates. By sections 170 to 179 means are provided for defraying the expenses incurred in executing the general powers given to the board by the Act. Sections 180 and 181 provide for the keeping in force of certain existing liabilities, which the Act directs are to be discharged in the same way as the other expenses incurred in the execution of the Act. The Board of Works issued a precept to the overseers of a parish requiring them to make a rate generally for defraying the expenses of the board under the Act. On appeal from a magistrate, who refused a warrant to enforce the rate, the Court of Queen's Bench held that the precept was not in conformity with sections 180 and 181 of the Act, but was calculated to mislead as if the rate was required for the general purposes of the board. The decision shows that there is a numerous class of exceptions to the maxim *omnia præsumuntur rite esse acta*. The precept should have shown on the face of it that it was made for the purpose for which alone the board had power to levy the rate, the district sought to be charged being beyond the boundaries of the metropolis, and an outlying district. The maxim cited does not apply to cases where the judicial or *quasi* judicial body in question have only limited powers.

GENERAL CORRESPONDENCE.

THE STATUTES.

There is much dispute about consolidation *versus* codification, but a middle course might secure more than the advantages of one, without the danger of the other. To simply consolidate our statutes would be to repeat forms of words to which our judges have in many cases attached meanings that are not only not ordinary but very extraordinary,—sometimes necessary and to be retained, sometimes fanciful and to be improved. To

merely repeat these words by consolidation would be too absurd and it is essential that a true consolidation should embody also the extensions, limitations, and explanations which have been made by the judges an essential part of or commentary upon them. For instance, if the Statute of Frauds were merely repeated, its meaning would still have to be sought in some hundreds of decisions, which might, however, be embraced and summed up in a very few sections. The 32 Hen. 8, c. 34, can only be understood by reference to *Spencer's case* and other decisions; and our bankrupt laws and Procedure Acts, when consolidated, ought also to settle disputed points that in the uncertainty of contrary decisions are at present only half decided.

Let the consolidation of Parliament law embrace a consolidation of judge law. N.

Nottingham, July 14.

DEED STAMPS.

Your correspondent "J" in your number of last week, kindly refers me to Sir Morton Peto's Act, 13 & 14 Vict. c. 28. I was aware of that Act, but it has been decided that it does not apply to chapels and schools belonging to the Wesleyan body. Moreover, under that Act it does not dispense with or reduce the stamp duty: it is the same as before the Act was passed. What ought to be done is to reduce the stamp duty from 35s. to 10s. The point deserves agitation, for it really is a heavy burden.

July 13. A. B.

APPOINTMENTS.

The following appointments have been made in the East Indies:—Sir GEORGE COUPER, Bart., C.B., to be a judicial commissioner at Oude; Mr. W. ROBERTS, officiating extra judge of the courts of Sudder Dewanny and Nizamut Adawlut, to officiate as a judge of those courts; Mr. J. H. BATTEN, commissioner of Agra division, to officiate as an extra judge in the courts of Sudder Dewanny and Nizamut Adawlut; Mr. H. P. ST. GEORGE TUCKER, to officiate as judge of the High Court of Bombay, in the room of Mr. C. J. Erskine, on leave to England; Mr. A. B. WARDEN, of the civil service, to act as a judge of the High Court.

Mr. JOSHUA STRANGE WILLIAMS, of Lincoln's-Inn, Barrister-at-Law, a solicitor of the Supreme Court of New Zealand, has been appointed Provincial Solicitor or Law Adviser to the Province of Canterbury, N. Z.

Mr. GEORGE HENRY KNIGHT, of Rochester, has been appointed a Commissioner to administer oaths in Admiralty.

Mr. FREDERICK JOHN BLAKE, of South Sea House, has been appointed a London Commissioner to administer oaths in the High Court of Chancery.

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

Friday, July 10.

STATUTE LAW REVISION.

This bill was read a third time and passed.

Monday, July 13.

THE CIRCUITS OF THE JUDGES.

The Lord CHANCELLOR introduced a bill to enable her Majesty in Council to make alterations in the circuits.

The bill was read a first time.

Tuesday, July 14.

STIPENDIARY MAGISTRATES BILL.

This bill was read a second time.

Thursday, July 16.

ALTERATIONS IN JUDGES' CIRCUITS BILL.

The LORD CHANCELLOR moved the second reading of this bill.

Lord BROUGHAM said he fully concurred in the propriety of a new arrangement of the circuits.

After an observation from the Earl of POWIS, and a reply from the LORD CHANCELLOR, both of which were inaudible in the gallery, the bill was read a second time.

HOUSE OF COMMONS.

Friday, July 10.

IRISH STATUTE LAW.

The ATTORNEY-GENERAL for Ireland announced, in reply to Mr. Whiteside, that the consolidation of the Irish statute law had been actually entered upon.

THE COURTS OF LAW AT WESTMINSTER, AND IN THE CITY OF LONDON.

Mr. M. SMITH called attention to the insufficient accomodation in the courts of law at Westminster and in the City of London, and asked the First Commissioner of Works whether it was the intention of the Government to introduce any measure for providing courts suited to the increased wants of the country. The hon. and learned gentleman stated he brought the matter forward on behalf of the suitors and the public; for the present courts were deficient in ventilation, and in all convenient arrangements. Of the eight courts at Westminster, there were only two suitable for the transaction of business—namely, the first Queen's Bench and the first Exchequer. And in the City there were only two courts—the first Queen's Bench and the first Common Pleas—fit for the transaction of business. He did not think the City authorities were fairly open to blame for this deficient accommodation, as it was only in recent years that the practice obtained of holding double sittings for each of the superior courts. Formerly only one judge from each court went into the City to try causes.

Mr. MALINS wished to make an appeal on behalf of the courts of equity, which were still more inconvenient. The right hon. gentleman the First Commissioner of Works had visited the courts at Lincoln's-inn, and saw the insufficient accommodation. There was no place for the juries, and no room to which they could retire to consider their verdict. Two of the Vice-Chancellors sat in sheds that were a disgrace to the country. It became the duty of the Government to provide one large building for all the courts of the country, or, at any rate, to improve the equity courts at Lincoln's-inn.

Mr. COLLIER supported the motion, and in doing so, said if a new trial were moved for in the Queen's Bench, the chances were that, owing to the pressure of business, it could not be heard for twelve months. The judicial strength of the country was not sufficient to discharge the duties placed on it.

Mr. COWPER rose to reply, but, having already spoken, was prevented from again addressing the House.

The SOLICITOR-GENERAL regretted that the bill of last year had not been passed, but would prefer to bear the ills that were now suffered than see any plan adopted which would permanently separate the courts of law and equity.

The CHANCELLOR of the EXCHEQUER defended the scheme, and declared that the cost then stated would have been the maximum cost of the building.

The subject then dropped.

Monday, July 13.

CIRCUITS AND THE JUDGES.

In answer to Mr. HADFIELD,

The SOLICITOR-GENERAL said he believed he might say that a bill enabling her Majesty to re-arrange the circuits would be shortly introduced into the House of Lords by the Lord Chancellor, and he hoped it would be passed this session, but there would be no provision for augmenting the number of judges.

Tuesday, July 14.

IRISH LAW AND EQUITY COMMISSION.

In reply to Mr. LONGFIELD,

The ATTORNEY-GENERAL said that the report of the Irish Law and Equity Commissioners would be laid upon the table before the end of next week.

Wednesday, July 15.

JURISDICTION OF JUSTICES BILL.

This bill was read a second time.

PARTNERSHIP LAW AMENDMENT BILL.

The House went into committee of progress on this bill, which had been recommitted on the 3rd instant.

Mr. HUBBARD rose to move that the Speaker leave the chair. He described the provisions of the original bill which had been struck out; and then spoke of one of its retained provisions—namely, that which enabled clerks to receive a portion of the profits of a firm in payment for their services, without becoming partners. Why was this legislation required? It was said that the Legislature having committed themselves to

the principle of limited liability, it became necessary to persevere in the same course. But it should be remembered that that legislation had been tentative—that the act was on its probation; and he was far from admitting that the result was satisfactory. No less than 2600 companies had been established under the provisions of the Act; and 330 appeared in the last return laid on the table of the house, of which thirty-three were joint-stock banking companies. The total amount of capital invested was £80,000,000. Upwards of thirty of the schemes registered during the last six months related to London and its environs. The two new hotels at Richmond would doubtless be superior to the castle in their accomodation; but he doubted whether the hotels would answer as a speculation. Another of the recent schemes was to enclose, cultivate, and plant the Goodwin Sands. They were asking by this bill to enable a man to play the game of heads I win, tails you lose. The great difficulty now-a-days was to restrain the extravagant use of credit, therefore there was no necessity for any new measure to facilitate credit. This bill was intended to introduce a principle by which a capitalist might place money in a concern in which the most unlimited trading might be entered into, and take the chance of its success, but not incur any risk from its failure. He did not wish to see the commercial honour of this country tarnished, which it would certainly be under this measure, as leading to frequent bankruptcies. It had been said that the experience in France was in favour of this bill. Why, it was only yesterday that he saw in *La France* newspaper a lamentation that the one black spot upon the statement of the Minister of Commerce was the enormous increase in the number of bankruptcies. That was the experience to which they were told to look in support of the present measure. He would be the last person to diminish the facilities for a combination of capital in commercial enterprises; but he trusted that the House would not extend that principle to private operations, which he believed would have a most injurious effect upon the sound commercial principles of the country. He concluded by moving that the chairman do now leave the chair.

Mr. CAVE thought his hon. friend had scarcely touched the principle of this bill, although he had addressed himself to the question of limited liability, which had already been settled. He agreed with his hon. friend that the principle of limited liability was unsound, and he believed that it led to rash speculations, and he might add also to dishonest ones. It was deceptive too, and was calculated to lead improvident persons into rash speculations, as persons with small means were apt to follow the lead of persons with large capital. The present bill, however, was a most innocent extension of the principle, and would give a greater security to creditors than they now possessed. He hoped, therefore, that the House would go on with the committee on the bill.

Mr. GOSCHEN said the existing law was prohibitive to this extent, that it limited the power of contract between man and man. He was of opinion that such a power ought to be granted to the fullest possible extent, and that all contracts not opposed to public policy should be permitted between man and man. If he thought that this bill would injuriously affect the credit of the country he certainly would not for a moment support it, but it was because he believed that it would have a directly contrary effect that he gave it his support. The bill, he believed, would give a new security to creditors, because it would enable them in the case of a new firm to ascertain exactly what was the extent of the capital upon which such new firm would commence their trading. The House of Commons should not look at this question from a capitalist's point of view only, but they should consider how the principle of unlimited liability operated in the retail trade, where he believed it was injurious. He denied that the bill would lead to fraudulent insolvencies, but, on the contrary, he thought it would go far to prevent them. The present law, in fact, prevented a man from doing what he liked with his own, and if a man wished to lend another £5,000 to carry on his business it said he should not do so except in one particular way.

Mr. VANCE believed that the bill was absolutely and entirely unnecessary at the present moment. He thought the existing Limited Liability Act was sufficient for the purpose of the commerce of the country. He did not think that principle ought to be extended to private partnerships, because there was ample capital ready to be employed in all legitimate undertakings in private partnerships. He denied that private partnerships were merely contracts between man and man. There were third parties who were interested, and they were the creditors. By the law of *commandite* it was provided, and also in the Irish Act, that the anonymous members of a firm should leave half their profits of the concern for the security of the creditors. No such provision was in this bill.

Mr. FORSTER said that the object of the bill was to remove existing fetters from capital. He could not see why he should not be allowed to make a contract with a firm to supply them with a certain amount of money other than upon the ordinary mode of advancing money on interest. With regard to the creditors, no legislation of that House would protect a creditor from the consequences of his own indiscretion. This bill would enable him to obtain all requisite information with regard to a private partnership, and in that respect it would be of great advantage to him. At present there were scarcely any means of obtaining information as to the stability of a new firm, but this bill would enable a creditor in future to obtain it.

Mr. T. BARING said the promoters of this bill could scarcely hope to pass it this session. This was not a bill of a trifling character, and it ought not to be considered in a house of not more than twenty or thirty members, and in the absence of all the legal authorities of the country, as was the case at that moment. Such a bill as this ought not be submitted to them by a private member just as he would a turnpike bill or any measure of that kind. If such a bill were necessary it ought to have been introduced by the president of the Board of Trade on the authority of the Government. So far from that having been the case the right hon. gentleman the president of the Board of Trade opposed, on the second reading, many of the provisions of the bill. In the select committee to which this bill was referred there were not ten members who were agreed as to what was the present state of the law upon the subject. There were two eminent members of the legal profession present who were undecided as to whether the 14th clause was necessary at all; and, under those circumstances, ought they now to proceed with this measure when none of the law officers were present, and not a single member of the legal profession was present. The principle of the bill was this, that a person might register the amount of money that was placed in a firm, but there was to be no register or limit of the engagements into which such firm should enter. There would be nothing to show whether the money had been lost, or whether any portion of the profits had been left in the concern. It was proposed in the select committee that a provision should be introduced that the word "registered" should be used by all firms taking advantage of this bill; but that would not suit the promoters of the measure, and so the proposition was rejected. This bill struck at the principle upon which British commerce had always been conducted—that where a man received any portion of the profits of any trading concern he should also bear his share of the losses that might be incurred. That principle supplied a proper stimulus to action, but the present measure would destroy all such stimulus. Considering the state of the session, he put it to the hon. member for Birmingham whether it would not be better in the interest of those who were promoting this measure to withdraw the bill for the present session, and he would ask the Government whether they could support the suggestion for going into committee on this bill when there was not a single law officer present.

Mr. WEGUELIN said his hon. friend seemed to think that this bill was intended to enable persons to incur debts, and to enable them also to escape payment. Why, the object of the bill was to enable persons who incurred debts to show that they were in a position to meet them. The question that the hon. member opposite had raised ought to have been raised on the second reading, and not at this stage. When gentlemen said there was plenty of money in the country to carry on trade, no doubt that was true enough, but it was in the wrong hands. It was in the hands of capitalists, who did not carry on the trade of the country. The object of the bill was to place the money in the right hands for the purposes of trade. Of course, in the case of limited liability, the measure of the credit given to a firm would be according to the amount of money that was registered in it. Instead, therefore, of the bill being calculated largely to extend credit, it would probably, to a certain extent, have the reverse effect.

Mr. M. GIBSON said the Government brought in a bill in the year 1855 for the purpose of amending the law of partnership, but it was not received favourably by the House. If he were to introduce a similar bill now he thought it would not receive much favour from the hon. member for Huntingdon. He (Mr. Gibson) had heard no reason for the House not going into the consideration of the clauses of the present bill. The house had read the bill a second time; at that time the hon. member for Birmingham was told to take his bill to a select committee.

It had been to that committee and now the House was asked to decline to consider the clauses, and upon that stage the hon. member for Buckingham took the extraordinary course of discussing at length the principle of the measure. The hon. member ought to have done that on the second reading; and he (Mr. Gibson) protested against this most harsh and unusual mode of defeating a measure. The argument of the hon. member was that a trader ought not to be allowed to trade on borrowed capital, as would be provided by this bill. Why, under the present law a person could very nearly do all that the hon. member for Buckingham objected to. He (Mr. Gibson) thought the House ought to proceed to the consideration of the clauses.

Mr. BAZLEY thought the effect of this bill would be to protect private individuals at the expense of the public, and therefore he should support the motion of the hon. member for Buckingham. The committee would exercise a sound discretion in deferring the consideration of this measure; and he hoped the hon. member for Birmingham would withdraw it.

Mr. LINDSAY said the principle of the bill was precisely the same as the principle of the existing Act, with this exception, that under the existing Act there must be seven persons in a limited liability company. If seven, why not two, as proposed by this bill? The principle in both cases was precisely the same. Hon. members were fond of talking about the public interests being affected by this bill, but they never said how the public interests were to suffer by it. In point of fact, the bill would protect the public as far as the public could be protected in such a matter. The hon. member for Huntingdon (Mr. Baring) of course opposed the measure, because he invariably opposed any measure of progress. The great object of this bill was to draw nearer and nearer talent and capital. At present capital was kept apart from talent, and so hundreds of men of the stamp of the Stephensons, who had power to benefit this country, passed away unknown.

Mr. STANILAND said there would be something in the argument of the hon. member for Buckingham if he had also shown that under the existing law there was no reckless or rash speculation. The bill would certainly have the effect of restraining such speculations, and he believed that it was one of the most useful measures that had been introduced this session.

Colonel DICKSON expressed his disapproval of the bill. He believed that it would introduce into trade an element of great uncertainty and danger.

The committee then divided on the question that the chairman should leave the chair, and the numbers were—

Ayes	40
Noes	70
Majority	—30

The committee then proceeded to consider the clauses of the bill.

Clauses down to fifteen inclusive were agreed to with various verbal amendments.

Clause 16 was struck out.

The remaining clauses were then agreed to; and the following clause, relative to the recovery of penalties, was added to the bill:—"Every offence under section 12 of this Act may be prosecuted summarily before two justices of the peace as to England in manner directed by an Act passed in the session of Parliament holden in the 11th and 12th years of the reign of her Majesty Queen Victoria, c. 43; and as to Scotland before two or more justices, or the sheriff of the county, in the manner directed by an Act passed in the session of Parliament holden in the 17th and 18th years of the reign of her Majesty Queen Victoria, c. 104, as regards offences in Scotland against that Act, not being offences by that Act described as felonies or misdemeanours; and as to Ireland in the manner directed by an Act passed in the session of Parliament holden in the 14th and 15th years of the reign of Majesty Queen Victoria, c. 93, or any Act passed for the amendment of those Acts, or of the procedure, practice, remedies, or jurisdiction by them established or enacted."

On the question that the preamble be agreed to,

Mr. CHILDERS asked how far the measure would apply to a firm carrying on business in one of our colonies as well as in this country. Would the bill operate in the case of such a firm in a colony where the law of limited liability was not adopted?

THE SOLICITOR-GENERAL said if the firm was an English one it would be subject to English law either at home or in the colonies. But if it was a colonial firm adopting the same name as a firm in this country its mode of proceeding should be regulated by colonial law.

The preamble was then agreed to, and the bill was ordered to be reported to the house.

Thursday, July 16.

VICE-CHANCELLOR SIR JOHN STUART.

Mr. H. LEWIS asked the Attorney-General whether the attention of the Lord Chancellor had been called to the case of the *Countess Dela Seta* v. *Lord Vernon*, heard before Vice-Chancellor Sir J. Stuart, and to the language and demeanor of the Vice-Chancellor to the counsel and others concerned in the case; and, if so, whether his Lordship intended to take any steps to prevent a repetition of similar proceedings.

The SOLICITOR-GENERAL.—In the absence of my learned friend the Attorney-General, I have to answer the question of the hon. member, and perhaps the House will allow me to make a short statement of the circumstances to which the question refers, and I hope the House will be satisfied with the statement which I am about to make. The case came on in the ordinary way before Vice-Chancellor Stuart, but before the nature of the case was explained to the Court, it was stated to his Honour by one of the learned counsel that some young ladies, infants, wards of the court, parties to the suit, were not only materially interested in a pecuniary point of view, but that their reputation might be seriously affected by a discussion in open court. It is the invariable practice of the Court of Chancery to take all possible precautionary measures for the protection of infants under its care, and it is right that it should do so, with or without the consent of the parties, and that practice had been sanctioned by the highest authority. In this case it was not necessary that that right should be exercised on the mere authority of the Vice-Chancellor, because although one learned counsel did object in the first instance, and pressed his objection, that learned counsel, with that good judgment and feeling which I trust ordinarily distinguishes the counsel practising in all our courts, eventually waived his opposition. The Vice-Chancellor, therefore, in taking that course, acted only in accordance with the usual practice; and I am authorised by the Lord Chancellor to say that the course which was taken meets with his most thorough approval, as in all respects worthy of the duty of a judge and of the character of the individual who exercised that duty. The hon. member's question refers to some matters which subsequently occurred. The course taken by the Vice-Chancellor in the discharge of his duty was very greatly misunderstood by some person, concerned or not concerned in the case, and who, at all events, obtained some information. [Mr. MALINS.—Not concerned in it.] The result was that in some of the papers there appeared a statement of the circumstances, involving charges of the gravest character that could possibly be made against a judge—viz., that out of respect to the rich and noble as against the poor, he had departed from the ordinary and proper course of a court of law, and contrary to his duties, and for that reason determined to hear the case in private to shield a noble and powerful person from public exposure. Of course the House will understand that if any judge had been capable of acting so he would have been unworthy of his position. Now, that imputation, groundless and most calumnious, if not arising out of some entire misapprehension, could not but affect the mind of a man of high honour such as Sir John Stuart. It was quite open and competent to him, if he had thought fit, to have dealt with it as a grave contempt of court and to have had the parties brought before him. He did not think fit to have that done; but if, in adverting to these circumstances, he may have been betrayed into some warmth of feeling, and if the indignation such a charge must have excited in the mind of a man of honour came to his lips and influenced the tone of his observations, I feel quite sure it is not necessary for me to vindicate him under the circumstances.

CHANCERY ROLLS, IRELAND.

On the motion to go into committee of supply,

Mr. MONSELL called attention to the calendar of Chancery Rolls recently published by the authority of the Treasury, and particularly to the manner in which certain records had lately been published under the direction of the Master of the Rolls in Dublin. The historical interest of these records was admitted, and considerable attention had been paid to them for many years. A record commission did much useful work between 1810 and 1830, and then, from motives of economy, it came to an end. In 1852, however, a committee reported that something should be done with regard to the publication of the records; and two volumes had been published, and one was in course of publication; but although there were in Dublin antiquarians of European reputation, such as Dr. Todd,

Dean Graves, and Dr. Russell, the matter had been placed by the Master of the Rolls in the hands of Mr. Morrin, a clerk, of whose preface seven-eighths was taken without acknowledgement from published works, whilst the body of the work contained numerous instances of mis-statement, appropriation, and mistranslation. He asked that a commission of such men as he had named should be associated, with the Master of the Rolls to superintend the publication of these records, that a suitable record office should be built, and that a sum should be granted by the Treasury sufficient to allow of the employment of competent persons to do the work. The hon. member moved for a return of all moneys spent during the last ten years in buildings for public records in England, Scotland, and Ireland, and in connection with the publication of records in the three kingdoms.

Colonel DUNNE seconded the motion.

Mr. PEEL said he much regretted that the two volumes of Irish records had been executed in such a manner as to call forth the criticism of his right hon. friend. The object of the book was to give the public in a concise form an account of the principal Chancery records in Ireland; and Mr. Morrin was selected as editor by the Treasury, on the recommendation of the Master of the Rolls in Ireland. He was well known for his skill and knowledge with regard to Irish records; he had devoted his whole life to their study, and had been many years specially useful to the legal profession. But the origin of the mischief was his neglect of the old maxim *Ne sutor ultra crepidam*. He thought proper to write a preface, and this it was that had given rise to these complaints, which reached their climax by being mentioned in the House. When called on to vindicate himself Mr. Morrin explained that a portion which he had been charged with stealing was his own, written years ago, and confided to a friend, through whom it had made its appearance in print. With regard to the other plagiarisms, he admitted that with a view to increasing the interest of the work he had borrowed extracts; but that in every case the name of the author appeared in the preface. This explanation appeared to be satisfactory. As to another portion of the work said to have been prepared by the record commission thirty years ago, Mr. Morrin alleged that, with the exception of that which related to the first year of Henry VIII., whether the work was done at that time or not, it was done by him, and this statement was corroborated by the Master of the Rolls himself; and with regard to that portion he examined the rolls with just the same care as that which came entirely from his own pen. He (Mr. Peel) thought the Irish records should be placed under the care of one person, and there was a record office in course of construction at Dublin, where it was intended to lodge the records, legal and otherwise.

Mr. J. GEORGE said it had been objected that the preface in question was not original; but it did not profess to be original. The work was a faithful translation of the rolls, and it would not have been possible to have found a man more competent to the task than Mr. Morrin. Of the admirable manner in which it had been performed he had testimonials from the Master of the Rolls in Ireland, the Master of the Rolls in England, the Lord Chancellor of Ireland; Mr. Brewster, of the Irish bar; Mr. Fitzgibbon, a Master in Chancery; and various other persons, all vouching its great accuracy and value.

The ATTORNEY-GENERAL for IRELAND bore his own personal testimony to the high character and great competency of Mr. Morrin for the task which had been committed to his care. The work he had been paid for doing he had done to admiration; and it was rather too much, after what the House had just heard, that he should have been so much abused for that which he had done gratuitously.

The motion was then withdrawn.

Pending Measures of Legislation.

A BILL INTITULED "AN ACT TO ENABLE HER MAJESTY IN COUNCIL TO MAKE ALTERATIONS IN THE CIRCUITS OF THE JUDGES."

The following bill has been presented to the House of Lords by the Lord Chancellor:—

Whereas it is expedient to make provision for such alterations in the circuits of her Majesty's judges as may from time to time appear to be necessary for the better despatch of assize business in England and Wales: be it enacted by the Queen's most excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:—

1. Her Majesty, by and with the advice of her most honourable Privy Council, shall have power from time to time to order and direct that the circuits of her Majesty's judges in England and Wales, or any of such circuits, shall be altered by taking away from any circuit any county or counties, any part or parts of any county or counties, and annexing the same to any other circuit or circuits; and every such alteration shall take effect upon and from the date of the order in council in and by which the same shall be ordered and directed, or from such other time as shall be provided in such order.

2. All the powers and provisions contained in the third section of the Act of the session of Parliament holden in the third and fourth years of the reign of his late Majesty King William the Fourth, chapter seventy-one, shall extend, so far as the same are applicable, to all orders in council to be made and to all acts to be done by virtue of this Act, and may be used and applied for any of the purposes herein mentioned.

3. It shall be lawful for the Lords Commissioners of her Majesty's Treasury for the time being, and they are hereby authorised and required, by and with the sanction of the Lord Chief Justices and the Lord Chief Baron, to make such alterations in the amount of the salaries of any of the officers mentioned in schedule (B.) to the Act of the session of Parliament holden in the fifteenth and sixteenth years of her Majesty's reign, chapter seventy-three, as may appear to the said Lords Commissioners, by and with such sanction as aforesaid, to be reasonable and proper upon and in consequence of any alteration to be made in any of the circuits by virtue of this Act; and all such new or altered salaries shall be deemed to have been fixed and appointed under and subject to the provisions of the said last-mentioned Act.

4. And whereas by the twenty-eighth section of the Act of the session of Parliament holden in the sixth and seventh years of the reign of her Majesty, chapter eighteen, it is enacted that, except as is therein-after provided, no greater number of barristers shall be appointed in any year to revise the lists of voters in the election of members to serve in Parliament for the several counties, cities, boroughs, and places within the several circuits in England and Wales than as therein provided: be it enacted, that upon any alteration or alterations being made in any of the said circuits by her Majesty in council by virtue of this Act, it shall also be lawful for her Majesty, by and with the advice of her Privy Council, to order and direct that the number of revising barristers to be appointed for the several counties cities, boroughs, and places within any circuit or circuits affected by such alteration or alterations as aforesaid shall be increased or diminished as to her Majesty, by and with such advice as aforesaid, may seem meet, anything in the last-recited Act to the contrary notwithstanding; provided always, that the present total number of revising barristers shall not be augmented.

AUSTRALIAN SOVEREIGNS.

A bill is passing through Parliament enabling the Queen in Council to declare gold coins made at the branch mint at Sydney, of designs approved by her Majesty, a legal tender in the United Kingdom. The Colony of New South Wales is prepared to provide for the charge of the branch mint, and to comply with the other conditions laid down by the Commons' select committee of last session. The sovereigns will be equal to those struck at the Royal Mint in London, but they are to have a mint mark sufficient to indicate to bankers and others the mint from which they issue. The charge for coining at the Sydney Mint is to be fixed in the first instance at 3d. per ounce, in addition to any charge incurred for assay and refining and any duty imposed by colonial Act as the equivalent of an export customs' duty.

PROMISSORY NOTES AND BILLS.

The Government bill with this title is for repealing the statutes against negotiating, except with certain formalities, bills or notes for sums of 20s. and under £5, or on which such sums remain undischarged.

FOREIGN TRIBUNALS & JURISPRUDENCE.

HONG KONG.

CONSULAR COURTS.

It is proposed that the powers of the consular courts should be strengthened, and that the jurisdiction of the Supreme Court of Hong Kong, except within the Island of Hong Kong, and as to such cases as may be remitted to it by the consuls, should be abolished. This Supreme Court of Hong Kong is the greatest nuisance in the East. Any consul or custom-

house officer who dares to take any measure against any of "the scum of Europe" found running goods, or levying black-mail, or shooting natives in China or Japan, is immediately sued in the Supreme Court. The consul or official is there tried by the very class which it is his duty to keep in order. The result is uniform. As in the recent case of Sir R. Alcock, the judge is always mulcted in damages and the criminal is let loose. The verdicts given in that Hong Kong Supreme Court have sometimes been so whimsically unjust that they are fitter for a jest book than for a grave discussion. So long as such a jurisdiction exists we have no right to talk either to the Chinese or Japanese of civilization or courts of equal justice. If, however, the jurisdiction of the Hong Kong Court were confined as suggested, and if an appeal was given direct from the Consular Courts to the Privy Council, the extreme remedy recently proposed by Lord Grey that the exterritorial stipulation between this country and Japan should be given up, need not be had recourse to.

SMYRNA.

Registration of British Subjects abroad.

At the consular court at Smyrna on the 22nd of May last, Mr. Frederick Miller and Mr. Arthur Lawson, both employed in the construction of the Ottoman Railway, were summoned before D. M. Logie, Esq., her Majesty's legal vice-consul, to show cause why they should not be fined 40s. for not having registered themselves as British subjects pursuant to the 62nd section of the Order in Council of January, 1863. Mr. Edwin Hyde Clarke, of London, solicitor, appeared on behalf of the defendants, and contended that the compulsory registration of British subjects and the fine for not registering in Turkey were illegal, on the grounds that the Foreign Jurisdiction Act confirmed to the Crown of England such power and jurisdiction only as the Sultan had ceded by treaty or capitulation, and that the power and jurisdiction so ceded were merely the power and jurisdiction of administering the law of England to the English sojourning in Turkey, and that the law of England contained no provision whereby a British subject residing in Turkey could be compelled to register his name. Mr. Logie held that no sufficient cause had been shown by Messrs. Miller and Lawson for neglecting to register, but permitted them to register their names without payment of the fine.

MADAGASCAR.

Recently the abolition of the tanguin has been referred to in the journals with reference to the recent events in Madagascar. The tanguin has some analogy with what was formerly called the ordeal, or trial by the judgment of God; the Malgache law, however, has substituted a trial by poison for that of fire.

REVIEW.

Woodfall's Law of Landlord and Tenant: with a full collection of Precedents and forms of Procedure. The Eighth Edition. By W. R. Cole, Esq., of the Middle Temple, Barrister-at-Law. Sweet. 1863.

Second Notice.

The rules of law applicable to recitals and to the admissibility of parol evidence to explain a written document are, indeed, more intimately connected with the general law of conveyancing than with the special department of which the work before us treats. A philosophic, and at the same time a tolerably extended notice, however, of the doctrines immediately akin to this branch of law, though not strictly of its essence, would by no means be unsuited to a complete repertory of the law of landlord and tenant, which this edition of Woodfall may fairly pretend to be.

There is no branch of law in which the multiform and most difficult question of estoppel more frequently arises than in cases where the relation of landlord and tenant is alleged to subsist between the parties. The doctrine of estoppel in questions of tenure is rather a relic and incident of the feudal system and of seignorial rights than a result of the special privileges allowed to contractees by deed. For the rule applies in all cases where the relation of landlord and tenant subsists, whether the tenancy be created by deed or by parol. It applied to livery of seisin, entry, acceptance of rent, partition, and acceptance of an estate. From this last general head has sprung the doctrine that no person shall be allowed to dispute the title of the person under whom he entered. But this rule being, of course, capable of being negatived by a confession and avoidance, there is no class of disputes perhaps between landlord and tenant more difficult, both in point of law and of fact, than those in which the tenant endeavours to show that his landlord's title has determined at law. This question most usually arises in cases of distress or ejectment by a landlord who has mortgaged his reversion. There are, probably, few landlords who either have not mortgaged or who do not contemplate the likelihood of a mortgage at a future date, and therefore one should naturally expect to find an exhaustive digest of the law applicable to this most difficult class of cases. This expectation, indeed, is not disappointed; but we find that the perspicuous diction of Mr. Woodfall has been sometimes unnecessarily altered in the recent and present editions of his work. Mr. Woodfall had observed (p. 342) that "a mortgagor could distrain under a lease granted by himself after the mortgage." Mr. Cole attributes a similar power to a landlord mortgagor, "under a lease by deed granted by himself after the mortgage by virtue of the estoppel." Mr. Cole does not inform us which estoppel he means, whether that created by the deed of demise, or by that arising from the feudal relation itself, which is matter *in pais*. His alteration of the language used by Mr. Woodfall, however, seems to indicate that he considers a deed necessary to create an estoppel in a question of tenure. This amounts to saying that there is no estoppel in English law, except by deed. There are, however, numerous estoppels *in pais*, of all which that of entering under a landlord is the strongest, being more conclusive than the estoppel arising from the acceptance of a bill of exchange: *vide* note to *Neale* v. *Warner*, 1 Wms. Saunders, 325; and note to *Doe* v. *Oliver*, 1 Smith L. C. 710 (5th ed), where will be found a multitude of cases proving the well-known and unquestioned doctrine that a tenant by parol is estopped no less than a tenant by deed from disputing his landlord's title. Payment of rent is also said to create an estoppel, but not a conclusive one. It may have been this supposed variety of estoppels of different degrees of conclusiveness that led to Mr. Cole's resumption of Mr. Harrison's ambiguous language on this question. An inconclusive estoppel, however, is a solecism, and implies an absurdity.

It was not very long since a vexed question amongst real property lawyers whether a tenant holding over after the expiration of his term could be dispossessed by the landlord by force, without resorting to the judicial process of ejectment. The case of *Argent* v. *Durrant*, 8 T. R. 403 (which is not noticed by Mr. Cole), had virtually decided this point in the affirmative. The legal bearings of the other important cases touching this question are stated by Mr. Cole succinctly and perspicuously, and, indeed, on this as on all other points in the treatise, his comments will be found to be sensible and satisfactory. This question, strange to say, was left in doubt by Mr. Horn, who had published the last edition of this work in 1856, although the point had been finally decided in 1849 in *Jones* v. *Chapman*, 2 Ex. 803.

The special doctrines applicable to leases under powers are stated by Mr. Cole with great fulness of detail, in respect of the various essentials which they must possess. These rules are not, however, collated so as to indicate accurately their relations to the first principles of real property, the rights of the remainderman, or the subsequent mortgages and incumbrances of the lessor. These latter questions, no doubt, do not so strictly appertain to the province of the law of landlord and tenant, as they do to the more abstract principles applicable to general conveyancing. A concise statement, however, of the *status* of lessees under powers viewed relatively to the rights of the lessors, creditors, and remainderman, would appear to be called for in a treatise professing to be an exhaustive repertory of the law of landlord and tenant. The Acts 12 & 13 Vict. c. 26, and 13 Vict. c. 17, were intended to remove doubts that had long previously prevailed, respecting the equitable rights of a lessee under a defective execution of a power to lease. The second section of the 12 & 13 Vict. c. 26, is however, we think, likely to be found unequal to the difficulties it was intended to meet. Suppose, for instance, the case of a part performance, such as entry by a tenant under a parol promise of a lease from the donee of a power; can such tenant enforce his right in equity after the death of the donee of the power? If the lessor were not donee of a power, but a tenant in fee, a part performance by the tenant would entitle him to a specific performance against the landlord's heir; but there are two Irish cases which show that a tenant, under a parol promise from the donee of a power to lease, has not like rights against the remainderman after the death of the donee of the power. The section of the Act cited was intended to aid in equity defects of the exe-

cution of leases under powers. But it is a question readily suggested by that section whether it does not extend to all cases where there has been a part performance by the intended lessee. On this Mr. Cole, we regret, has offered no comment. We concur, in opinion with him, that a lease by deed made by the husband of the wife's freehold is voidable only, and not void, on the death of the husband.

It is, we think, sufficiently clear that no advantage would be acquired by a lessee of land in a register district by registering his lease, if it is one of copyholds or at a rack rent, or does not exceed one-and-twenty years, or otherwise fall within the exceptions contained in the 17th section of the Registry Act, 7 Anne, c. 20. The converse position, however, by no means follows; and a purchaser of land who takes with notice of a tenancy, although he consequently takes subject to the tenant's claims by no means takes subject to the tenant's claim to a one-and twenty years lease, grounded on a merely parol promise from the prior landlord to that effect. In other words the cases excepted by the 17th section of the Act are left precisely subject to the general law of the land. If the tenant have an equity the purchaser will take subject to it. But such an equity cannot spring from the mere fact of the land being situated in a register district. A mere parol contract for a lease to a tenant in such a district is void by the Statute of Frauds. Mr. Cole's observations on this point are somewhat ambiguous. He has omitted the observations given in the preceding editions regarding the advisability of limiting the operation of registry Acts in case the party registering is affected with notice of a prior secret instrument. Mr. Cole thus seems to approve of the principle of plenary registration, and the abolition of the doctrine of notice in respect of parties who register. This is a view in which we heartily concur, and of which we think that all persons, whatever their opinions on registration in the abstract may be, must at the present day approve. It would be absurd to pass a compulsory registry Act and yet to leave persons registering their deeds open to most of the inconveniences which such an Act must necessarily be intended to meet. To the observations on the registration of leases contained in the former editions of this work, Mr. Cole has appended no additional comments of much value. The remarks he has given on this head relate to the registration of assignments, mortgages of leaseholds, and judgments, cases not strictly pertinent to a work on the law of landlord and tenant, although we by no means consider their introduction irrelevant.

We have not thought it necessary to offer any outline of the well-known work before us. It is intended, of course, solely for the practitioner, and consisting as it mainly does of various precepts having no philosophic connection with one another, the principles upon which the collocation of its parts is made do not appear to be very important. Mr. Cole has not departed from the arrangement adopted by his predecessors, and therefore in this respect deserves neither blame nor commendation. He has, however, supplied a much felt want in judiciously collecting the numerous important decisions that have been pronounced respecting points in this branch of law since Mr. Horn published his last edition.

Although several important decisions that were pronounced during the past twelvemonth are omitted by Mr. Cole; nevertheless, on the whole, considering the time which this volume must have taken to pass through the press, his execution of the task he undertook reflects great credit upon his industry and ability. The present edition is prefixed only with the name of Mr. Woodfall, although that author's labours were so largely added to by Messrs. Harrison, Wollaston, and Horn successively. This, indeed, was scarcely fair to these editors. The work has long justly occupied a foremost place in the estimation of the profession. It is sound, practical, and masterly throughout; and, notwithstanding the multitude of editions through which it has passed successively, presents a felicitous collocation of the feudal and contractual rules incidental to agreements for the possession of land. Mr. Cole's observations are in striking conformity with the style of the previously existing text, and the volume as it now stands will be found to meet the wishes of all who desire a well-written as well as a complete treatise on the law of landlord and tenant. Indeed, the merits of even the first edition of "Woodfall" were so patent as at once to gain for that author the great esteem in which the work has ever since been held. We have felt all the greater freedom in analysing the work before us on account of its unquestionable merits, and in criticising the present edition of it, because we are now enabled to say in a word, after the fashion of Equity draftsmen, that "save and except as hereinbefore appears," we are unable to find fault with its execution. Indeed, such a task could have been performed only by a learned and laborious lawyer like Mr. Cole.

Index Juridicus: The Scottish Law List and Legal Directory for 1863. *To which is added the Scottish Insurance Directory, comprising information relative to all Scottish Offices and those English Companies having Agencies in Scotland.* By EDWARD RAVENSCROFT EDIN. Thomas C. Jack, Edinburgh; C. & E. Layton, London.

The Act 9 Geo. 4, c. 6, s. 6, directs that every person *admitted* in Scotland as a writer to the signet, or as an attorney or sworn clerk in the Court of Exchequer, agent in the Court of Session, procurator, or notary public, shall lodge in the office of the stamp distributor of the district where he resides a note in writing containing his name, designation, &c., and on doing so is to receive a certificate or licence to practise, which he is then to register. This register is kept in alphabetical order, and is open to public inspection without payment of any fee. There is thus afforded easy means for a compilation of a Scottish Law List. We may observe that the stamp duty on certificates varies according to the period of admission and the residence of the applicant, but one certificate suffices for the profession of several branches of the law by a single applicant. This book appears to comprise everything that could reasonably be expected to be found in a Law List, together with much other useful information, such as a list of the statutes affecting Scotland passed during the preceding session. Even a mere notice of the title of these is not without its value, especially to practitioners in remote districts, whose attention might not otherwise be directed to recent legislative changes.

A list of the Scottish bankrupts of the preceding year, of the Chairs of Law in the Scottish Universities, a description of the register of hornings, inhibitions, and adjudications, together with notices of other many-syllabled names of Scottish legal institutions are contained in the book before us. Its merits appear to be numerous, and we have not detected any omission in it of matter properly appertaining to a Law List.

LAW STUDENTS' JOURNAL.

INTERMEDIATE EXAMINATION.

UNDER 23 & 24 VICT. C. 127, S. 9.

The elementary works, in addition to book-keeping (mercantile), selected for the intermediate examination of persons under articles of clerkship executed after the 1st of January, 1861, for the year 1864, are—

Williams on the Principles of the Law of Real Property. 6th edition. 1862.

Chitty on Contracts, chapters 1 and 2. Any edition published in or after 1850.

The examiners deal with the subject of mercantile book-keeping generally, and do not in their questions confine themselves to any particular system. Candidates are not examined in the method of book-keeping by double entry.

Candidates are required by the judges' orders to give to the Incorporated Law Society one calendar month's notice before the commencement of the term in which they desire to be examined. The notice should contain the name and residence of the candidate, and of the attorney to whom the applicant is articled. Candidates are also required to leave their articles of clerkship and assignments (if any) duly stamped and registered, seven clear days before the commencement of such term, together with answers to the questions as to due service and conduct up to that time.

The examinations are held in the hall of the Incorporated Law Society, Chancery-lane, London, in Hilary, Easter, Trinity, and Michaelmas Terms.

COURT PAPERS.

VACATION BUSINESS AT THE COMMON LAW JUDGES' CHAMBERS.

July 11, 1863.

The following regulations for transacting business at these chambers will be strictly observed till further notice:—

Acknowledgments of deeds taken at 10 o'clock.

Original summonses only to be placed on the file.

Summonses adjourned by the judge will be heard at half-past ten o'clock precisely, according to their numbers on the adjournment file, and those not on that file previous to the numbers of the day being called, will be placed at the bottom of the general file.

Summonses of the day will be called and numbered at a quarter to eleven o'clock and heard consecutively.

The parties on two summonses only will be allowed in the judge's room at the same time.

Counsel at half-past one o'clock. The names of the causes to be put on the counsel file, and the causes heard according to number. No more than the counsel attending upon two summonses to remain in the judge's room at the same time.

Affidavits in support of *ex parte* applications for judge's orders (except those to hold to bail) to be left the day before the orders are to be applied for, except under special circumstances; such affidavits to be properly endorsed with the names of the parties and of the attorneys, and also with the nature of the application, and a reference to the statute under which any application is made, the party applying being prepared to produce the same.

All affidavits read or referred to before the judge must be endorsed and filed.

Further time to plead will not be given as a matter of course.

PUBLIC COMPANIES.

MEETINGS.

LONDON AND GREENWICH RAILWAY.

At the half-yearly meeting of this company, held on the 14th inst., a dividend at the rate of £1 7s. 1d. per cent. was declared for the past half-year.

PROJECTED COMPANIES.

THE NEW CONCORD SILVER, LEAD, AND COPPER MINING COMPANY (LIMITED).

Capital, £30,000, in 10,000 shares of £3 each.

This company is formed for the purpose of purchasing the freehold of the Wonwood Estate, in the parish of South Sydenham, near Tavistock, Devon, and working the valuable mine known as Wheal Concord, which has been proved to be one of the richest lead mines in the county, and is believed to be equally rich in copper.

By a parliamentary paper just issued, it appears that the number of joint-stock companies registered in England from the 1st of January last to the 15th of June was 297. The General Credit and Financial Company of London has the highest nominal capital, £10,000,000. The International Financial Society has a nominal capital of £3,000,000; and the Dunaburg and Witepsk Railway Company of £2,600,000. Three companies have a nominal capital of £2,000,000 each, one of £1,200,000; and twenty companies have £1,000,000 each. In one instance the nominal capital is as low as £410, and in another £800. The total capital represented by these new societies is no less than £63,653,650, and with a single exception, that of the Union Banking and Investment Company, the paid-up capital figures in the return as "not stated. In Ireland nine companies have been started, with a nominal capital of £124,000; in Scotland eleven companies, representing £668,843.

The indictable crimes committed in England in the year ending Michaelmas, 1862, so far as known to the police, were 53,225 in number—an increase of 4·7 per cent. over the previous year. The catalogue includes 124 murders, 63 attempts to murder, and 698 instances of injuries done with intent to do serious harm; all these are considerably larger numbers than in the previous year. In Lancashire the increase was eight per cent. By an inconvenient arrangement these police returns are for the year ending at Michaelmas, but the return of criminal proceedings is for the year proper, ending with December. This latter return shows that in 1862 20,001 persons were committed for trial in England—an increase of 9·1 per cent., following an increase of 12·7 per cent. in 1861. But in each of the years 1858, 1859, and 1860 there had been a decrease, and the numbers for 1862 are still a little below those of 1857, notwithstanding an increase of population. The commitments in 1862 were 1 to 1,018 of the estimated population. In Lancashire the increase over 1861 was 14·5, in Yorkshire 15·4, in Middlesex 21·8, in Essex 13 per cent.; there was a decrease in the extreme north, in the south-west, and in several of the midland counties. In offences against the person there was an increase of 7·4 per cent.; in offences against property with violence 17·7 per cent.; in offences against property without violence 7·9 per cent.; in malicious offences against property (arson, &c.), 51·7 per cent. The commitments for burglary and housebreaking increased 33 per cent. in Lancashire, 48·5 per cent. in Middlesex.

A parliamentary paper has just been issued, showing the number of judgments registered in courts of common law in England and Wales, from the 31st of May, 1862, to the 31st of May, 1863. The judgments on which satisfaction had been entered are omitted; but the return shows the number in which the amount recovered or secured does not exceed, respectively, £100, £200, £300, £400, £500 and £1,000. In the Court of Common Pleas, Westminster, the number of judgments of all the foregoing degrees was 1,417 in the year. Those judgments, remarks the registrar, amount in the aggregate to the sum of £997,225, exclusive of re-registries, and in addition to that amount are several orders of the courts of chancery under the Winding-up Acts, being calls on 75,200 shares in certain companies; and also several orders for the payment of sums amounting to £618 per annum. There is a decrease of 146 in the number of registered judgments during the twelve months, when compared with the preceding twelve months in 1861 and 1862. In the East Riding of Yorkshire the judgments were nine; in the North Riding ten; and the West Riding thirty-one.

Of the persons who passed through the English prisons in the twelvemonth ending at Michaelmas last, the returns show that no less than 4,053 had been in prison above ten times before; four years ago the number was only 3,006.

The returns of proceedings under the game laws before the magistrates in the year ending at Michaelmas last show an increase of 1,618, or 19 per cent. over the previous year Under trespassing in the daytime in pursuit of game the number of charges rose from 7,629 to 9,144; under night poaching and destroying game, from 823 to 888; under illegally selling or buying game, from 31 cases to 52. The new Poaching Act of last session did not pass until the 7th of August. The charges made under that Act before the close of the police year, on the 29th of September, were 17 in number.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BAILY—On July 12, at 23, Palace-garden Villas, W., the wife of Walter Baily, Esq., Barrister-at-Law, of a daughter.

DAY—On July 14, at 1, Primrose-hill Villas, Adelaide-road, St. John's-wood, the wife of John C. F. S. Day, Esq., Barrister-at-Law, of a daughter.

WEARING—On March 29, at Parkside, Adelaide, the wife of W. A. Wearing, Esq., Barrister-at-Law and Crown Solicitor for South Australia, of a son.

WHITEHEAD—On July 15, at 30, Inverness-terrace, Kensington-gardens, W., the wife of John Whitehead, Esq., of Lincoln's-inn, of a daughter.

MARRIAGES.

BUCK—WILSON—On July 15, at the parish church, West Ham, William Richard Buck, Esq., of the War Office, to Alice Emmeline, eldest daughter of Charles Wilson, Esq., of West Ham, and Basinghall-street, London, Solicitor.

EDWARDES—RUDALL—On July 14, at All Saints' Church, Prince's-gate, Robert Edwardes, Esq., Surgeon, R.N., to Julia Katherine, youngest daughter of William Rudall, Esq., of Montpellier-square, Rutland-gate, and Stone-buildings, Lincoln's-inn, Barrister-at-Law.

NICHOLSON—JACKSON—On June 11, at Antigua, Adam Nicholson, Esq., M.D., to Anna Mary, youngest daughter of the late Barnewall Jackson, Esq., of St. Vincent, and niece of Sir William Seagr, Chief Justice of Antigua.

PERRIN—PALMER—On July 9, at the parish church, Erith, Samuel Henry Perrin, Esq., of Lincoln's-inn-fields, Solicitor, to Annie Palmer, youngest daughter of the late Moses Gilbert, Esq.

MANSFIELD—HOWLEY—On July 14, at Dublin, Alexander J. Mansfield, Esq., second son of the late Alexander Mansfield, Esq., of Morristown-Lattin, in the county of Kildare, to Maria, eldest daughter of John Howley, Esq., Q.C., Her Majesty's First Sergeant in Ireland, and Chairman of the North and South Ridings of Tipperary.

DEATHS.

HENNIKER—On July 14, at Broadstairs, aged two years, Aldborough Brydges, eldest son of Aldborough Henniker, Esq., Barrister-at-Law.

HOLDEN—On June 15, while on the march from Aquia Creek to Fairfax, C. H., Virginia, U.S., in his 24th year, Charles Holden, youngest son of the late Henry George Holden, Esq., of the Public Record Office, Rolls Chapel, Chancery-lane.

UNCLAIMED STOCK IN THE BANK OF ENGLAND.

The amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

BARRINGTON, Hon. RUSSELL, and Rev. JAMES BAKER, both of Durham. £50 Consols.—Claimed by Sarah Jennetta Baker, Widow, and Rev. James Baker, Executors of Rev. James Baker.

WHALEY, JOHN, Enfield, Middlesex, Gent. £61:6:9 Consols.—Claimed by said John Whaley.

HEIRS AT LAW AND NEXT OF KIN.

(Advertised in the London Gazette).

BEAUCHAMP, FINETTA, Greenwich, Spinster. Clarke *v.* Oliver. M. R., Nov. 9.

HAMS, WILLIAM, Shrewsbury, Gent. Next of kin. Harwood *v.* Harwood, V. C. Stuart, Nov. 3.

MACKINTOSH, LACHLAN, and SHAW MACKINTOSH, sons of Brigadier William Mackintosh, of Borlum, Inverness. Heirs at Law. Lord Cowper *v.* Mackintosh. M. R., Nov. 2.

SELBY, ANNE JANE, Plymouth, Devon, Spinster. Dell *v.* Soady. V. C. Stuart. Aug. 1.

ESTATE EXCHANGE REPORT.

AT THE MART.

By Messrs. NORTON, HOGGART, & TRIST.

Freehold, Esher Place Estate, Surrey, comprising mansion, farm buildings, &c., the whole containing about 160 acres.—Sold for £12,500.

Freehold, Landown Farm, Esher, farm house, &c., and about 119 acres arable and pasture land.—Sold for £19,800.

Freehold, Weylands Farm, in the parish of Walton, farm house, &c., and about 284 acres arable and pasture land.—Sold for £17,000.

Freehold residence, Wolsey Grange, Lower Green, Esher.—Sold for £1,000.

Freehold, four cottages, Lower Green, Esher.—Sold for £350.

Freehold, two cottages, Lower Green, Esher.—Sold for £200.

Freehold enclosure, pasture land, Lower Green, 2r. 1p.—Sold for £100.

Freehold enclosure, meadow land, Lower Green, 5a. 3r. 5p.—Sold for £570.

Freehold, two houses and shops, two cottages, and two pieces of pasture land in the village of Esher.—Sold for £1,700.

Walton Lodge Farm, Walton-upon-Thames, comprising residence, farm buildings, &c, and about 247 acres of land.—Sold for £20,000.

Freehold, Lonesome Farm, comprising farm, cottage, and buildings, and about 44 acres arable land.—Sold for £3,260.

Freehold plot of building land, adjoining Esher Turnpike Gate.—Sold for £320.

Freehold, about 190 acres of marsh land in the parish of Chislet, Kent, with looker's cottage, buildings, &c.—Sold for £10,600.

Freehold plot of building land, in the parish of Edmonton, Middlesex, containing 1a. 38p.—Sold for £560.

Freehold enclosure of meadow land at Edmonton, 2a. 3r. 16p.—Sold for £590.

Reversionary interest and share in the sum of £1,973:10 Three per Cent. Consols, and a further sum of £900 sterling, secured by a mortgage in fee of freehold premises in Lincoln-street, Mile End.—Sold for £450.

By Messrs. CHINNOCK & GALSWORTHY.

Freehold residences, Nos. 1 & 2, Clarence-villas, New Windsor.—Sold for £1,320.

Freehold, Nos. 9 and 10, Clarence-villas.—Sold for £1,240.

Freehold plot of building land, Dorset-road, New Windsor.—Sold for £130.

Freehold residence, The Grove, Worth, Sussex.—Sold for £5,300.

By Messrs. DANN & SON.

Freehold, Cold Harbour Farm, Swanley, Kent, comprising residence, farm buildings, &c., and about 120 acres of land.—Sold for £17,300.

By Messrs. DEBENHAM & TEWSON.

Freehold residence, Devon Lawn, Victoria-road, Wimbledon-park.—Sold for £5,500.

Freehold plot of building land, fronting Princes-road.—Sold for £900.

Freehold house, No. 2, Marlborough-row, Marshall-street, Golden-square.—Sold for £1,450.

Freehold house, No. 4, Marlborough-row.—Sold for £1,400.

Absolute reversion to one-sixth part of £27,000 Three per Cent. Consols, receivable on the death of a lady aged 68 years.—Sold for £2,460.

Leasehold premises, No. 2, Milk-street, and No. 7, Russia-row, Cheapside.—Sold for £1,000.

Leasehold residence, No. 4, Hereford-road, Westbourne-grove, Bayswater.—Sold for £750.

Copyhold dwelling house and two shops near St. George's Schools, Upper Mitcham.—Sold for £270.

By Mr. FRANK LEWIS.

Leasehold residence, No. 14, Compton-street East, Brunswick-square.—Sold for £245.

An eighth part or share in six freehold tenements in the parish of Bozeat, Northamptonshire.—Sold for £20.

Seventy-seven £10 shares (fully paid up) in the Glynhonwry Slate Company (Limited).—Sold at £5:5 per share.

By Messrs. GREEN & SON.

Freehold residence known as Ellary, in the parish of Caterham, and about 3 acres of grounds, also stables, coach house, &c., and about 7 acres of land.—Sold for £3,410.

By Mr. PHILIP D. TUCKETT.

Freehold and copyhold, East Hayes Farm, Great Bentley, comprising farm house and two cottages, and about 113a. 2r. 5p. arable and pasture land.—Sold for £4,975.

Freehold and copyhold, Kelland or Brickwall Farm, Great Bentley, comprising house, &c., and 19a. 3r. 19p. arable land.—Sold for £880.

Copyhold, Dines Farm, Great Bentley, comprising house, outbuildings, a wharf, and about 72 acres arable and grass land.—Sold for £3,300.

By Messrs. E. & H. LUMLEY.

The lease and goodwill of the Bedford Hotel, Southampton-street, Russell-square.—Sold for £790.

Leasehold ground-rent of £3 per annum, secured on Nos. 16 and 18, Henry-street East, Portland Town.—Sold for £126.

Leasehold ground-rent of £17:17 per annum, secured on No. 11, Crescent-place, Burton-crescent.—Sold for £210.

By Mr. MARSH.

Freehold, three residences known as Carlton-villa, Cheriton-cottage, and Rose-villa, Bromley, Kent.—Sold for £2,970.

Leasehold dwelling-house, No. 4, Arlington-street, Camden-town.—Sold for £360.

Leasehold, two dwelling-houses, Nos. 1 and 2, Friendly-cottages, Lower-road, Rotherhithe.—Sold for £345.

Leasehold, two dwelling-houses, Nos. 10 and 11, St. James's-crescent, St. James's-road, Bermondsey.—Sold for £500.

Leasehold, two houses, Nos. 25 and 26, West-street, North Bermondsey.—Sold for £350.

Leasehold, two dwelling-houses, No. 13, St. James's-crescent, and No. 32, West-street, North.—Sold for £420.

By Messrs. JOHN DAWSON & SON.

Freehold, "Hersham Lodge," near Weybridge, Surrey; comprising residence, &c., and about 18 acres of land.—Sold for £6,200.

By Mr. T. SIDNEY SMITH.

Freehold premises, No. 5, Savage-gardens, City.—Sold for £1,800.

By Mr. W. MOXON.

Freehold, Tuddenham-hall estate, near Ipswich, Suffolk, comprising residence, with gardens, &c. Also about 370 acres of land and woodland, with farm buildings, &c.—Sold for £12,500.

By Messrs. EDWIN FOX & BOUSFIELD.

Policy of assurance for £3,000, in the Metropolitan Life Assurance Society, on the life of a gentleman aged 69 in December next.—Sold for £1,000.

AT GARRAWAY'S.

By Messrs. FAREBROTHER, CLARK, & LYE.

Freehold estate, known as East End House, Finchley, Middlesex, comprising pleasure-grounds, &c., coach-house, stable, &c., and about 12 acres of meadow land.—Sold for £4,490.

LONDON GAZETTES.

Professional Partnerships Dissolved.

TUESDAY, July 14, 1863.

Harris, Wm, & Edmund Harris, Solicitors, Rugby, and Lincoln's-inn-fields (W. & E. Harris). By mutual consent. July 7.

Winding-up of Joint Stock Companies.

TUESDAY, July 14, 1863.

LIMITED IN CHANCERY.

General Steam Fuel Company (Limited).—Vice-Chancellor Wood has appointed F. Whinney, Serle st, Lincoln's-inn-fields, Accountant, Official Liquidator of this Company.

UNLIMITED IN CHANCERY.

North Wheal Exmouth Mining Company.—The Master of the Rolls will, on July 29 at 1.30, proceed to make a call on the several persons who are settled on the list of contributories of this company for 12s. per share.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, July 10, 1863.

Barber, Thos, Lower Tulse-hill, Brixton, Esq. Aug 10. White, Russel-sq.

Barlow, Chas, Nottingham, Hosier. Aug 15. Morley, Nottingham.

Brook, Wm, Mount Edgerton, nr Huddersfield, Gent. Aug 1. Brook & Co, Huddersfield.

Browne, Joseph Rogers, Brighton, Esq. Sept 3. Wansey, Moorgate-st.

Collins, Chas, Stamford, Lincoln, Auctioneer. Oct 11. Law, Stamford.

Freer, Geo, Esq, M.D., Brighton. Sept 1. Whateley, Birm.

Hervey, Wm, Bradwell Grove, Oxford, Esq. Aug 1. White, Southampton-st, Bloomsbury.

Herrap, Jas, Nottingham, Lace Commission Agent. Aug 15. Morley, Nottingham.

Parsons, Edward, Edgbaston, nr Birmingham, Metal Merchant. Aug 31. Benn, Birm.

Peart, John, Cliftonville, Hove, Sussex. Aug 13. Woods & Dempster, Brighton.

Perks, Thos, Haselor, Warwick, Farmer. Sept 1. Eades, Evesham.

Pinks, Wm Fredk, Bristol-rd, Birm, Gent. Aug 1. Allcock & Milward, Birm.

Tuffnell, Sophia, Cheshunt, Spinster. Oct 12. Fox & Co, Gresham-house.

Wilson, Geo, Norton, Campsall, York, Farmer. Aug 15. Bradley, Pontefract.

TUESDAY, July 14, 1863.

Ford, Joseph, Stourport, Butcher. Sept 1. Cook, Stourport.

Gray, John, Lpool, Optician. Sept 1. Quinn, Lpool.

Hammersley, Robert, Brow Hill House, Leek, Stafford, Silk Dyer. Sept 10. Hacker & Bloore, Leek.

Hatten, Hy, Aylesbury, Gent. Aug 15. Walker & Son, Aylesbury.

Low, Eliz, Manchester-buildings, Holloway-rd, Spinster. Dec 1. Pritchard & Sons, Great Knightrider-st.

Lloyd, David Morris, Pale, Merioneth, Esq. Sept 1. T. & C. Minshall, Oswestry.

Lloyd, Thos, Cambrol, Llandisilio, Montgomery, Farmer. Aug 1. T. & C. Minshall, Oswestry.

Lucy, Daniel, Hudson's Cottage, Batterson-fields, Tallow Melter. Aug 25. Walters & Son, Basinghall-st.

Neathy, Hy, Walker-pl, Rotherhithe, Master Mariner. Aug 7. Jenkinson, Clement's-lane, Lombard-st.

Parker, John, Hodge Close, nr Oxenfell, Lancaster, Slate Merchant. Aug 8. Allen & Co, Kendal.

Pinson, John, Albert-st, Regent's-park, Esq. Aug 16. Jackson, Plymouth.

Seed, Benj, Sandbeds, York. Aug 15. Weatherhead & Burr, Bingley.

Shaw, Sarah, Madeley, Stafford, Widow. Aug 3. Slaney & Winstanley, Newcastle-under-Lyme.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, July 10, 1863.

Ashby, John, Shrewsbury, Gent. Nov 4. Earl Powis v. Kenyon, V. C. Kindersley.
Boakes, Fras, Heigham, Norwich, Cordwainer. Nov 3. Buck v. Boakes, M. R.
Carter, Wm, Ruscombe, Berks, Farmer. Nov 3. Davis v. Wadhams, M. R.
Colton, David, Windsor, Draper. Nov 2. Bowman v. Smith, M. R.
Hazas, Wm, Shrewsbury, Gent. Nov 3. Harwood v. Harwood, V. C. Stuart.
Heath, Jas, West Ham, Essex, Beer Seller. Aug 1. Heath v. Baker, V. C. Kindersley.
Newby, Hy, Warley Wighorn, Worcester, Farmer. Aug 3. Newby v. Newby, V. C. Stuart.
Perry, Chas, Macclesfield, Innkeeper. Aug 3. Perry v. Perry, M. R.

TUESDAY, July 14, 1863.

Cox, Wm, Cradley, Worcester, Nail Factor. Nov 3. Attwood v. Kendrick, V. C. Stuart.
Emsley, Mary, Grove-rd, Mile-end-rd, Widow. July 27. Druce v. Williams, M. R.
Haines, Saml, Edgbaston, nr Birm, Gent. Nov 4. Auster v. Haines, V. C. Stuart.
James, Hy Fras, Windmill Public-house, Windmill-st, Finsbury, Licensed Victualler. Aug 3. James v. James, M.R.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, July 10, 1863.

Ball, Robt, Newbury, Berks, Draper. June 18. Conv. Reg July 10.
Bennett, Chas, Basingstoke, Draper. June 16. Comp. Reg July 9.
Betts, Chas Duncan, St Leonard's-ter, Chelsea, Musician. June 13. Comp. Reg July 10.
Brown, Joseph Smith, Clerkenwell, Oil and Colourman. June 15. Conv. Reg July 6.
Burford, Wm, Newton-ter, Bayswater, Milliner. June 9. Ass. Reg July 7.
Campbell, John, Lancaster, General Merchant. July 4. Conv. Reg July 8.
Cook, Wm, Barnes, Builder. June 9. Asst. Reg July 7.
Crabtree, Thos, Newchurch, Lancaster, Manufacturer. June 25. Asst. Reg July 8.
Evans, Tom Percival, Manch, Colour Dealer. June 13. Asst. Reg July 9.
Faircloth, Chas Duncan, Lyndhurst-rd, Peckham, Gent. July 1. Comp. Reg July 10.
French, John, Sheffield, Glass Cutter. June 30. Conv. Reg July 8.
Gerton, Jasper, Great Yarmouth, Gent. June 30. Arr. Reg July 8.
Hakes, Thos, & Thos Garforth, Lpool, Merchants. June 19. Conv. Reg July 10.
Hall, Jesse, Walcot, Bath. June 13. Asst. Reg July 10.
Hannah, Walter, Aberaman, Glamorgan, Innkeeper. June 13. Conv. Reg July 9.
Havelock, Edw Whorlton, Sunderland, Ship Chandler. June 9. Conv. Reg July 7.
Helliwell, Geo, Hackenthorpe, Derby, Farmer. June 15. Conv. Reg July 8.
Jackson, Hy, Macclesfield, Silk Throwster. June 15. Asst. Reg July 9.
Jackson, Robinson, Bury, Plumber and Glazier. June 13. Conv. Reg July 9.
Jarvis, Wm Chas, Northallerton and Harrogate, Dealer in Agricultural Implements. June 18. Conv. Reg July 6.
Jenkinson, Wm, Sheffield, Paper Manufacturer. June 10. Comp. Reg July 7.
Johnstone, Geo Frdk, St Ives, Huntingdon, Postmaster. June 12. Asst. Reg July 8.
Noble, Thos, Newcastle-under-Lyme, Travelling Draper. June 10. Conv. Reg July 8.
Prax, David, Deansgate, Manch, Tailor. July 2. Asst. Reg July 9.
Redford, John, Sloane-st, Chelsea, Bookseller. June 11. Conv. Reg July 8.
Rogerson, Jas, Croft Bank, near Patricroft, Lancaster, Farmer. June 16. Asst. Reg July 9.
Rugg, John, Yeovil, Cabinet Maker. July 2. Comp. Reg July 9.
Shaw, Jas, Scholes, York, Cotton Spinner. June 26. Asst. Reg July 8.
Snowball, Cuthbert, Brampton, Cumberland, Wine Merchant. June 12. Asst. Reg July 10.
Spiller, Susan, Bath, School Mistress. June 10. Asst. Reg July 8.
Tucker, Hy, Plymouth, Gent. June 29. Conv. Reg July 9.
White, Matthias Geo, Landport, Hants, Gas Fitter. July 2. Conv. Reg July 8.

TUESDAY, July 14, 1863.

Adams, Stephen, Liverpool, Bookseller. June 15. Comp. Reg July 10.
Bassenden, John Hy, Birm, Porter Merchant. June 19. Comp. Reg July 14.
Bowman, John, Church Coniston, Lancaster, Grocer. June 15. Ass. Reg July 13.
Bromley, John Barritt, Colchester, Innkeeper. July 3. Comp. Reg July 13.
Churchill, Josiah Grossmith, Richmond-rd, Dalston, Coal Merchant. June 22. Ass. Reg July 13.
Cogger, John, Luton, Comm Agent. June 30. Conv. Reg July 11.
Crossley, Joseph, & John Jackson, Wheatley, Halifax, Cotton Spinners. June 15. Conv. Reg July 11.
Haywood, James, Birm, Corn Factor. June 18. Comp. Reg July 13.
Hilton, Hamers, Halifax, Watchmaker. June 13. Ass. Reg July 10.
Hooker, Samuel, Luton, Straw Hat Manufacturer. June 25. Comp. Reg July 13.
Humphrey, Thos, York, Coach Builder. June 30. Ass. Reg July 11.
Ingley, Thos, Birm, Baker. June 18. Comp. Reg July 11.
Millingen, Chas, Fore-st, London, Umbrella Manufacturer. July 13. Comp. Reg July 13.
Morris, Thos, Chorley, Lancaster, Money Scrivener. June 15. Conv. Reg July 13.
Oliver, Evan Augustus, Sherborne-lane, London, Bill Broker. June 30. Comp. Reg July 13.
Oxston, Robd, Kingston-upon-Hull, Comm Agent. June 18. Ass. Reg July 11.
Pankhurst, Thos, Chatham, Builder. June 16. Ass. Reg July 13.
Pritchard, Wm, Warwick-lane, London, Builder. July 7. Ass. Reg July 13.
Rawsthorne, Peter, Manch, Cabinet Maker. June 15. Conv. Reg July 11.
Reed, Ann, & Charlotte Reed, Bristol, Stationers. July 2. Conv. Reg July 11.
Salvin, Eliz, Elkaley, Nottingham, Innkeeper. June 15. Conv. Reg July 13.
Shaw, Fredk, Ecclesfield, York, Wire Drawer. June 13. Conv. Reg July 10.
Smith, Geo Wm, Deptford-bridge, Kent, Draper. June 22. Conv. Reg July 14.
Spedding, Sayer, South Church and Bishop Auckland, Maltster. May 29. Comp. Reg July 10.
Sunderland, Jos, & Geo Sunderland, Sheffield, Boat Builders. June 15. Comp. Reg July 13.
Webb, John, Upton Bishop, Hereford, Blacksmith. June 30. Conv. Reg July 10.
Williams, Wm, Cardiff, Innkeeper. June 22. Conv. Reg July 14.

Bankrupts.

FRIDAY, July 10, 1863.

To Surrender in London.

Angel, Gedaliah, Commercial-st, Spitalfields, Dealer in Glass. Pet July 8. July 28 at 11. May, Princes-st, Spitalfields.
Archer, Jas John, The Terrace, Camberwell, Commercial Clerk. Pet July 6 (for pau). July 28 at 11. Aldridge.
Baker, Jesse, Bedfordbury, Middlx, Haberdasher. Pet July 7. July 21 at 2. Waring, Poultry.
Beckley, Richd, Torrington-sq, Middlx, Boarding-house Keeper. Pet July 6. July 21 at 2. Fereday, Bedford-row.
Bratt, Wm Alex, Ratcliff-cross, Middx, Victualler. Pet July 8. July 21 at 1. Fereday, Bedford-row.
Cameron, Alfred Walter, Shaftesbury-st, Hoxton, Cabinet Manufacturer. Pet July 8. July 28 at 12. Heathfield, Lincoln's-inn-fields.
Dear, Nathaniel, Caroline-pl, Hampstead-rd, out of business. Pet July 7. July 21 at 2. Hill, Basinghall-st.
Farnham, Wm, Blythe-cottages, Stratford, Assistant to a Wholesale Milliner. Pet July 2 (for pau). July 28 at 12. Aldridge.
Godoy, Emanuel Chas Louis, Suffolk-st, Pall Mall, commonly known as Prince Emanuel Charles De Godoy. Pet July 8. July 28 at 12. Laurence & Co, Old Jewry-chambers.
Green, Thos Wm, Castle-ter, Dalston, Shoe Manufacturer. Pet July 7. July 21 at 2. Marshall, Lincoln's-inn-fields.
Henderson, Wm, St Paul's-rd, Kennington-park, out of employment. Pet July 8. July 28 at 11. Bartley, Bucklersbury.
Hollings, Geo, David-pl, Bethnal-green, Stone Mason. Pet July 6. July 28 at 11. Hare, Basinghall-st.
Hooper, Mary, Bedford-sq, Middlesex, Spinster, Domestic Servant. Pet July 7. July 28 at 12. Scott, Vernlam-buildings.
Inkersole, John, Pembury-rd, Lower Clapton, out of business. Pet July 6. July 28 at 3. Nichols & Clark, Cook's-ct, Lincoln's-inn.
Lawrence, Wm Showler Cassell, Chapel-st, Somer's-town, Commercial Traveller. Pet July 3 (for pau). July 28 at 12. Aldridge.
McCarthy, Gertrude Ann, New Bond-st, Spinster, Artist. Pet July 8 (for pau). July 28 at 2. Aldridge.
Rogers, Wm, Stebbington-st, Oakley-sq, Middx, General Smith. Pet July 8. July 28 at 12. Grayson, Burton-crescent.
Seaman, Edward Cleveland, Russell-pl, Oakley-square, Attorney and Solicitor. Pet July 4. July 28 at 12. Drew, New Basinghall-st.
Slinn, Chas, Northampton, Builder. Pet July 6. July 21 at 2. Kingdon & Williams, Laurence-lane, agents for Shields & White, Northampton.
Stone, Jas, Canterbury, out of business. Pet July 6. July 28 at 1. Doyle, Vernlam buildings, Gray's-inn, and Delasaux, Canterbury.
Topp, Chas, Church-st, Clapham-rd, Baker. Pet July 6. July 28 at 1. Salaman, St Swithin's-lane.
Weis, Matthias, Freeschool-st, Horsleydown, Surrey, Baker. Pet July 6. July 21 at 1. Butler, Tooley-st.
Weller, Thos, Leslie-park-rd, Croydon, County Court Bailiff. Pet July 8. July 28 at 12. Bramwell, Scott's-yard, Bush-lane.
Williams, Jas, Warwick-lane, London, Commission Slaughterman. Pet July 8. July 29 at 1. Hill, Basinghall-st.
Wood, Wm Minter, Denmark-st, Camberwell, Commission Agent. Pet July 6 (for pau). July 28 at 11. Aldridge.

To Surrender in the Country.

Alcock, John, Leek Moor, Stafford, Brickmaker. Pet July 8. Leek, July 23 at 10. Redfern, Leek.
Bishop, Thos, Knowle, Somerset, Manager to a Lime Burner. Pet July 6. Bristol, July 31 at 12. Clifton & Brooking, Bristol.
Brook, Frederick, Gomersal, York, Manufacturer. Pet July 6. Dewsbury, Aug 8 at 2. Ibberson, Dewsbury.
Brunsdon, Geo, Cheltenham, Corn Dealer. Pet July 8. Bristol, July 24 at 11. Wilkes, Gloucester.
Burge, Robt, Rotwell-rd, Bristol, Ship Owner. Pet July 8. Bristol, July 24 at 11. Roper, Bristol.
Bush, John, Winterbourne, Gloucester, Baker. Pet July 8. Bristol, July 31 at 12.
Carney, Geo, Portsea, Superannuated Gunner. Pet July 6. Portsmouth, July 20 at 11. Paffard, Portsea.
Davies, Evan, Erwe, Caio, Carmarthen, Farmer. Pet July 1. Llandovery, July 21 at 11. Vaughan, Lampeter.
Dobbins, Wm, Birm, Druggist's Assistant. Pet July 8. Birm, Aug 4 at 10. Allen, Birm.
Dyer, Wm, Birm, Stationer. Pet July 7. Birm, July 27 at 12. Harrison & Wood, Birm.
Ellis, Geo, Great Waltham, Essex, Coach Builder. Pet July 9. Chelmsford, July 23 at 11. Duffield, Chelmsford.
Fisher, Robt, Newcastle-upon-Tyne, Stationer. Pet July 7. Newcastle-upon-Tyne, July 20 at 12. Harle & Co, Newcastle-upon-Tyne.
Foulkes, Moses, Hanley, Stafford, Grocer. Adj June 13. Hanley, July 21 at 10. Litchfield, Newcastle.
Gardner, Wm, White Lund, near Lancaster, Farmer. Adj June 17. Manch, July 22 at 12. Gardner, Manch.
George, Wm, Bathurst Basen, Bristol, Victualler. Pet July 7. Bristol, July 31 at 12. Clifton & Brooking, Bristol.
Gittins, Jas, Chorlton-upon-Medlock, Jeweller. Pet July 6. Manch, July 27 at 9.30. Dawson, Manch.
Gregory, Chas, Colney, Hertford, Farm Bailiff. Pet July 6. St Alban's, July 25 at 12. Annesley, St Alban's.
Hance, Wm, Klin-green, Berks, Grocer. Pet July 7. Henley-on-Thames, July 23 at 10. Smith, Reading.

Haworth, John Pickup, Waterside, near Blackburn, Farmer. Adj June 17. Manch, July 22 at 11. Gardner, Manch.
Heaton, Geo, Shipley, York, Brick Maker. Pet July 9. Leeds, July 23 at 11. Naylor, Leeds.
Hodges, Wm, Shoeburyness, Baker. Pet June 30. Rochester, July 25 at 11. Hayward, Rochester.
Jones, Hy, Oldfield-rd, Salford, Pawnbroker. Pet July 8. Manch, July 23 at 11. Leigh, Manch.
Jones, John, Nottingham, out of business. Pet July 7. Nottingham, July 22 at 11. Buttery.
Kennings, John, Tring, Hertford, Saddle Maker. Pet July 7. Aylesbury, July 22 at 10. Fell, Aylesbury.
Knight, Fredk, Lpool, Assistant to a Silk Mercer. Pet July 6. Lpool, July 21 at 3. Bremner, Lpool.
Lees, Thos, Newfield Head, Rochdale, Coal Miner. Pet July 7. Rochdale, July 21 at 11. Standring, Rochdale.
Moverley, Jeremiah, Gillingham, Kent, Dredgerman. Pet June 24. Rochester, July 25 at 10.30. Hayward, Rochester.
Newbold, John, Lpool, Bookkeeper. Pet July 7. Lpool, July 22 at 3. Anderson, Lpool.
Perrons, John, Old Basford, Notts, Collector of Taxes. Pet July 8. Birm, July 29 at 11. Heath, Nottingham.
Sutcliffe, John, Todmorden, York, Machine Blacksmith. Pet July 7. Todmorden, July 23 at 10. Blomley, Todmorden.
Viner, Mary Ann, Brighton, Smirt Maker. Pet July 6. Brighton, July 30 at 11. Goodman, Brighton.
Walter, Stephen, Hadlow, Schoolmaster. Pet July 7. Tonbridge, July 24 at 11. Goodwin, Maidstone.
Warden, Edward, Burham, Kent, Dealer in Artificial Manures. Adj June 15. Rochester, July 25 at 10. Acworth, Rochester.
Whitehouse, Wm, Birm, Coal Agent. Pet July 8. Birm, Aug 4 at 10. Parry, Birm.
Woodbine, Wm Clarke, Manningtree, Innkeeper. Pet July 6. Colchester, July 27 at 11.30. Jones, Colchester.
Wright, Wm, Luton, Boot Maker. Pet July 7. Luton, July 25 at 11. Simpson, St. Alban's.

TUESDAY, July 14, 1863.

To Surrender in London.

Basten, Thos, Albert-rd, Reading, Builder. Pet July 8. July 28 at 2. Empson, Moorgate-street.
Castleton, Fredk Thos, Park-rd, Clapham, Tea Dealer. Pet July 9. July 28 at 1. Haynes, Southampton-buildings.
Eltom, John, Friendly-st, New Town, Deptford, Fishmonger. Pet July 9. July 28 at 1. Ody, Trinity-st, Southwark.
Gardener, Frss Edith, Berkley-st, Bryanston-sq, Spinster. Pet July 8 (for pau.) July 28 at 3. Aldridge.
Halfhide, Alfred Chas, Lupus-st, Pimlico, Watchmaker. Pet July 9. July 28 at 1. Godfrey, South-sq, Gray's-inn.
Harrison, Wm John, Ebury-st, Pimlico, Lodging-house Keeper. Pet July 8. Aug 4 at 11. Randall, Coleman-st.
Jennings, Wm Howes Dundas, Ipswich, Inland Revenue Officer. Pet July 7. July 28 at 2. Nichols & Clark, Cook's-ct.
Lawrence, Edward, St George's-sq, Portsea. Brewer. Pet July 10. July 28 at 1. Nichols & Clark, Cook's-ct, Lincoln's-inn, agents for Stening, Portsea.
Quixley, Wm, Canterbury-pl, Lambeth, out of business. Pet July 11. July 28 at 1. Drew, New Basinghall-st.
Randall, Thos Wm, Hyde-ter, Battersea, out of business. Pet July 10. July 28 at 2. Peckham & Salt, Gt Knight Rider-st.
Schick, Wm Mansfield, Redcross-st, Cripplegate, Commercial Clerk. Pet July 9. July 28 at 12. Hill, Basinghall-st.
Staples, Edward, Ely, Cambridge, Corn Merchant. Pet July 10. July 28 at 1. Richardson, Old Jewry-chambers.
Thorn, Robt, Pearson-st, Kingsland-rd, Butcher. Pet July 8. Aug 1 at 12. Buchanan, Basinghall-st.
Wingrove, Jas, Gray's-inn-lane, Middlx, out of business. Pet July 9. July 28 at 2. Godfrey, South-sq, Gray's-inn.
Withey, John Sherwood, Fir-lane, Edmonton, Nurseryman. Pet July 9. July 28 at 12. Barrow, Cannon-st West.
Woodbridge, Wm, Kirby-le-Soken, Essex, Farmer. Pet July 9. July 28 at 2. Jones, Chancery-lane.

To Surrender in the Country.

Bailey, John, Hetton-le-Hole, Durham, Grocer. Pet July 10. Durham, July 28 at 12. Brignal, Durham.
Baker, David, Kingston-upon-Hull, Provision Dealer. Pet July 8. Hull, July 29 at 10. Reed, Hull.
Barrett, Thos, Folly, Hertford, Iron Founder. Pet July 8. Hertford, July 31 at 11. Longmore & Sworder, Hertford.
Bianchi, Florinda, Nottingham, Plaster Maker. Pet July 11. Nottingham, Aug 5 at 11. Brown, Nottingham.
Bullen, Wm, Cleeworth, Somerset, Cattle Jobber. Pet July 3. Yeovil, July 24 at 12. Fear, Sherborne, Dorset.
Burrow, Robt, Bampton, Westmoriand, Clogger. Pet July 9. Penrith, July 24 at 10. Armison, Penrith.
Cartledge, John, Longton, Stafford, Potter's Fireman. Pet July 10. Stoke-upon-Trent, July 25 at 11. Tennant, Hanley.
Chapman, Edward, Plymouth, Accountant. Pet July 10. East Stonehouse, July 29 at 11. Edmonds & Sons, Plymouth.
Charley, Wm, Coventry, Dyer. Pet July 10. Birm, July 27 at 12. Walker, Wolverhampton, and Hodgson & Co, Birm.
Cross, Chas, Shrewsbury, Grocer. Pet July 9. Shrewsbury, July 29 at 10. Davies, Shrewsbury.
Davies, Wm, jun, Ystrad, Ystradyfodwg, Glamorgan, Farm Labourer. Pet July 9. Pontypridd, July 27 at 11. Bird, Cardiff.
Dean, Fras, Stoke-upon-Trent, Blacksmith. Pet July 8. Stoke-upon-Trent, July 25 at 11. Litchfield, Newcastle.
Everard, Joseph, Long Buckby Folly, Northampton, Farmer. Pet July 8. Daventry, July 22 at 11. Andrew, Brixworth.
Foley, Jas, Bristol, Wholesale Stationer. Pet July 3. Bristol, July 24 at 11. Vassall & Parr, Bristol.
Foster, Thos, Blossomgate, Ripon, Cabinet Maker. Pet July 9. Ripon, July 30 at 12. Fisher, Masham, nr Bedale.
Greenwood, Wm, Colchester, Tailor. Pet July 11. Colchester, July 27 at 12. Digby & Son, Maldon.
Holland, Thos, Cheadle Bulkeley, Stockport, Candlewick Spinner. Pet July 6. Stockport, Aug 7 at 12. Howard, Stockport.
Jude, John Beal, Sheerness, Mariner. Adj April 17. Sheerness, July 27 at 12.
Long, Abraham, Clifton, Bristol, Butcher. Pet July 9. Bristol, July 31 at 12. Watkins.
Loosmore, John, Brackley, Bridgend, Glamorgan, Lime Burner. Adj July 10. Bristol, July 24 at 11. Brittan, Bristol.
Lotinga, Asser Moses, & Abraham Asser Lotinga, Sunderland, Merchants. Pet July 9. Newcastle-upon-Tyne, Aug 4 at 12. Eglinton, Sunderland.
Mabe, Wm, Swansea, Butcher. Pet July 7. Swansea, Aug 5 at 3. Morris, Swansea.
Mendheim, Amelia, Nottingham, Professor of Music. Pet July 10. Nottingham, Aug 5 at 11. Brown, Nottingham.
Mustill, James (not Mastill, as advertised in Gazette of July 7).
Pearsall, Samuel, Lichfield, Staffordrd, Professor of Music. Pet July 10. Birm, July 31 at 12. Reece, Birmingham.
Phillips, John, Glanbrynar, Monmouth, Carpenter. Pet July 3. Bristol, July 24 at 11. Blakey, Newport.
Ridd, John, Bideford, Devon, Wine Merchant. Pet July 6. Exeter, July 29 at 11. Buse, Bideford, and Terrell, Exeter.
Ridge, Thos, Wolverhampton, Coal Dealer. Pet July 9. Birm, July 27 at 12. Thurstans, Wolverhampton.
Skelding, John, Birm, Plumber. Pet July 10. Birm, Aug 4 at 10. Powell & Son, Birm.
Slack, Mark, & Mark Christopher Slack, Hereford, Timber Merchants. Pet July 9. Hereford, Aug 8 at 11. Bodenham & Co, and Symonds, Hereford, and Hodgson & Co, Birm.
Smallman, John, Dawley, Salop, Brickmaker. Pet July 11. Madeley, Aug 8 at 12. Taylor, Wellington.
Stiff, John, Aldershot, Baker. Pet July 7. Farnham, July 29 at 12. White, Guildford.
Sudlow, Henry Mercer, Liverpool, Bookkeeper. Pet July 10. Liverpool, July 27 at 3. Browne, Liverpool.
Taylor, James, Liverpool, Auctioneer. Pet July 11. Liverpool, July 28 at 3. Henry, Liverpool.
Telling, Thomas, Stratton, Gloucester, Baker. Pet July 10. Cirencester, July 24 at 11. Hampton, Cirencester.
Thompson, Geo, Caistor, Lincoln, Innkeeper. Pet July 9. Caistor, July 27 at 11.30. Brown & Son, Lincoln.
Thrustle, John, Kingston-upon-Hull, Butcher. Pet July 4. Kingston-upon-Hull, July 29 at 12. Spurr & Richardson, Hull.
Tyler, Geo, Bristol, Beer Retailer. Pet July 11. Bristol, July 31 at 12, Hill.

BANKRUPTCY ANNULLED.

FRIDAY, July 10, 1863.

Brien, John, Sunderland, Merchant Tailor. June 23.
Tindall, George, 3 Albion-grove, Dalston, Mdlx, Shipping Agent. July 2.

TUESDAY, July 14, 1863.

Ingledew, Edwin, Lechlade, Gloucester, Farmer. July 9.
Weddell, Wm Hen, Gerrard-st, River-ter, Islington, Clerk in the Admiralty. July 8.